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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. November 24, 2009

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on November 17, 2009

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. CONSENT PLANNING AGENDA

1. *ZON2009 00031-City zone change from SF-5 Single-family Residential ("SF-5") to TF-3 Two-family Residential ("TF-3"); generally located north of 37th Street North 1/3 mile west of Maize Road, 10932 West 37th Street North. (District V)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change; place the ordinance establishing the zone change on first reading.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

IX. CONSENT AIRPORT AGENDA (ITEMS 1 AND 2)

1. *Cessna - Fourth Amendment to Lease dated March 1, 2001; Cessna - Amendment to Lease dated February 1, 2005; Cessna - Yingling Sublease Agreement dated December 1, 2009.

RECOMMENDED ACTION: Approve the Amendment to Lease, the Fourth Amendment to Lease, and the Sublease Agreement; and authorize the necessary signatures.

2. *Terminal East Data Center - Supplemental Agreement No. 9 - Mid-Continent Airport.

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 14A)

1. Report of Board of Bids and Contracts dated November 23, 2009.

RECOMMENDED ACTION: Receive and file report; approve Contracts; authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2009</u>	<u>(Consumption off Premises)</u>
Mi Hee Park	Y & M Company Inc. aba Quick Pick	3733 North Arkansas Avenue
Hisham Mubaidin	FoodMart Midwest LLC dba FoodMart	10723 West Kellogg

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates: (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.

- a. 22nd Annual Jingle Bell Run/Walk for Arthritis. (Districts I and VI)

RECOMMENDED ACTION: Approve the request subject to: (1) hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

5. Agreements/Contracts:

- a. Supplemental Agreement No. 1 for Landfill Gas Well Inactivation Plan and EPA Mandatory Greenhouse Gases Reporting Rule Applicability Assessment, \$8,000-Camp Dresser and McKee Inc. (District VI)
- b. Mid-Continent Water Quality Reclamation Facility - Supplemental Agreement.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Property Acquisitions:

- a. Partial Acquisition of 4756 South Meridian for the Water Utilities Proposed Olfactory Nuisance Abatement Structure. (District IV)
- b. Partial Acquisition of 6216 South Madison for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

7. Minutes of Advisory Boards/Commissions.

Police and Fire Retirement System, August, 26, 2009
Police and Fire Retirement System, September 23, 2009
Board of Appeals of Plumbers and Gas Fitters, October 7, 2009
Board of Code and Standards and Appeals, October 5, 2009
Airport Advisory Board, October 5, 2009

RECOMMENDED ACTION: Receive and file.

8. Report of Claims for October 2009.

<u>Claimant</u>	<u>Amount</u>
Kirk, Vicki & Michael	\$1,054.10
Kuns, Sam	\$432.00

RECOMMENDED ACTION: Receive and file.

9. Senior Management Expenses, October 2009.

RECOMMENDED ACTION: Receive and file.

10. 2010 Confidentiality Agreement Self-Insured Health Plan.

RECOMMENDED ACTION: Approve the Confidentiality Agreement and authorize the appropriate signatures.

11. Transfer of Funds.

RECOMMENDED ACTION: Approve the transfer and authorize the necessary signatures.

12. 2010 Special Liquor Tax Contract Renewals.

RECOMMENDED ACTION: Approve the Special Liquor Tax provider contract renewals for the 2010 calendar year.

13. Westar Electrical Service to Rounds and Porter Building. (District VI)

RECOMMENDED ACTION: Approve the payment to Westar Energy in the amount \$43,294.27.

14. Second Reading Ordinances: (First Read November 17, 2009)

- a. List of Second Reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

City of Wichita
City Council Meeting
November 24, 2009

To: Mayor and City Council

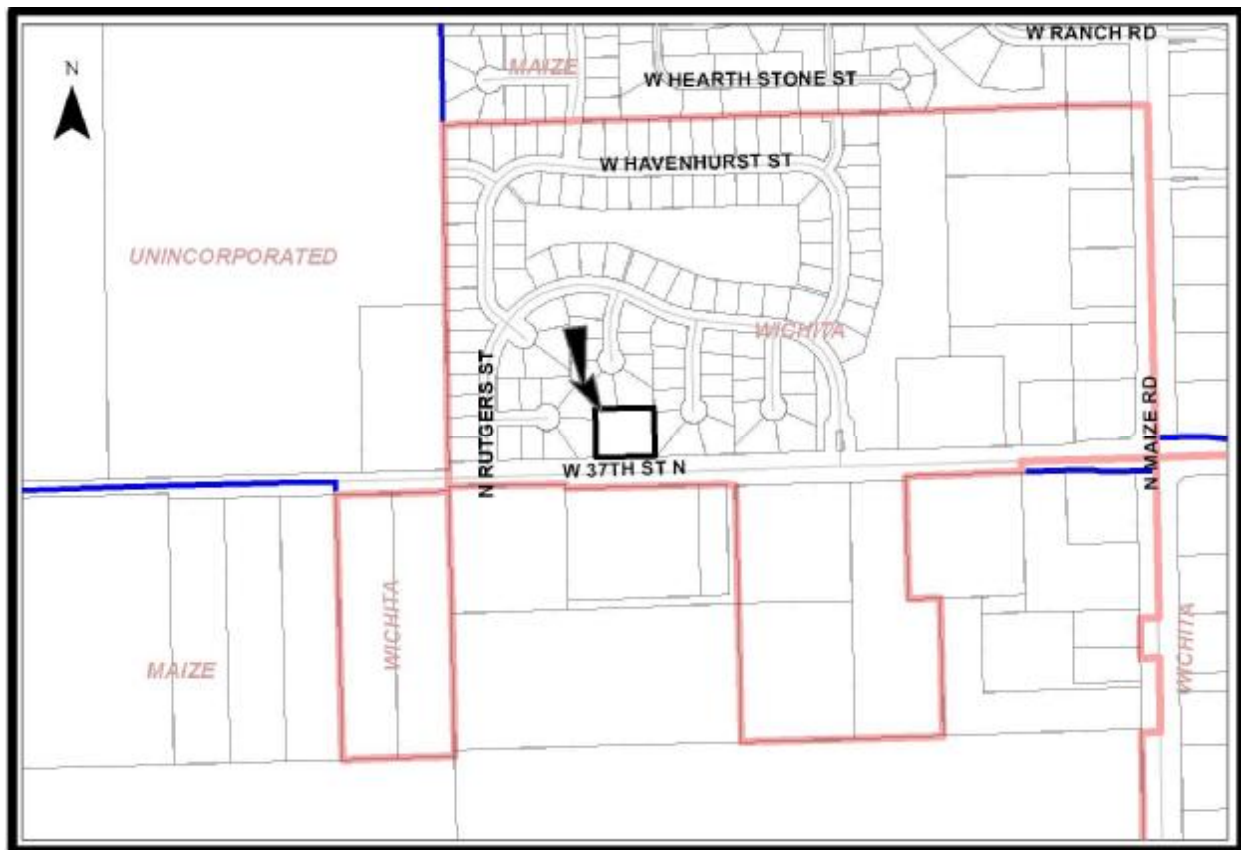
Subject: ZON2009-00031 - City zone change from SF-5 Single-family Residential (“SF-5”) to TF-3 Two-family Residential (“TF-3”); generally located north of 37th Street North 1/3 mile west of Maize Road (10932 West 37th Street North). (District V)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

MAPC Recommendation: Approve (11-0).

MAPD Staff Recommendation: Approve.



Background: The applicant requests a city zone change from SF-5 Single-Family Residential (SF-5”) to TF-3 Two-Family Residential (“TF-3”), generally located north of 37th Street North 1/3 mile west of Maize Road (10932 West 37th Street North). The applicant has a single-family residence and a garage with extra space for an office. He wishes to use the garage as the office for his home occupation, Vogt Construction. Home occupations cannot be operated out of a garage in the SF-5 zoning district, but can in the TF-3 zoning district. Restrictions apply to the types of home occupations allowed in TF-3, and this applicant would remain subject to these restrictions. In particular, an office is allowed but a construction yard for a construction sales and service operation is not.

The site is on a 0.93-acre tract developed prior to the platting and development of Prairie Pointe Addition, but the site was incorporated as a part of this addition. The house is located on the south side of the lot with a front setback onto 37th Street North. It has a common interior property line with residential lots in Prairie Pointe Addition on its east, north and west sides. A five-foot wall easement is located on this applicant’s property along these three common property lines, and a masonry wall is constructed within the wall easement. The 42 foot by 55 foot garage/accessory structure is located on the northwest corner of the lot, set about 15 feet from the north property line and 25 feet from the west property line. The building permit issued in 2007 (BLD2007-06702) documented that the applicant was applying for TF-3 zoning for the home occupation, that the building was a 2,310 square foot two-story accessory building with 25 feet as the total height and 392 feet of space on the second story, with a full bath and bedroom. The original house appears to have been constructed in 1961 and has 1,536 square feet of building coverage according to assessor’s records.

The lots adjoining the property on the east, north and south are developed with single-family residences on property zoned SF-5 within the Prairie Pointe Subdivision. The property to the south is zoned R-1 Single-Family Residential in the City of Maize and is two acreages with single-family residences and farming operations. A property to the southeast is approved as PUD #18 Royal Magnolia that allows for certain nonresidential development, but is undeveloped.

Analysis: At the MAPC meeting held on October 22, 2009, the MAPC voted (11-0) to approve the requested zoning. There were no protests to this request at the MAPC meeting. Staff has not received any protests to the requested zoning.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

Adopt the findings of the MAPC and approve the zone change; place the ordinance establishing the zone change on first reading.

Attachment: None.

ORDINANCE NO. 48-564

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2009-00031

Zone change from SF-5 Single-family Residential ("SF-5") to TF-3 Two-family Residential ("TF-3") on property described as:

Lot 38, Block 1, Prairie Pointe Addition to Wichita, Sedgwick County, Kansas, generally located north of 37th Street North 1/3 mile west of Maize Road (10932 West 37th Street North).

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, December 1, 2009.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

EXCERPT MINUTES OF THE OCTOBER 22, 2009 MAPC HEARING

Case No.: ZON2009-31 – Request City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on property described as:

Lot 38, Block 1, Prairie Pointe Addition to Wichita, Sedgwick County, Kansas, generally located north of 37th Street North 1/3 mile west of Maize Road (10932 West 37th Street North).

BACKGROUND: This is a request for a city zone change from SF-5 Single-Family Residential (SF-5”) to TF-3 Two-Family Residential (“TF-3”), generally located north of 37th Street North 1/3 mile west of Maize Road (10932 West 37th Street North). The applicant has a single-family residence and a garage with extra space for an office. He wishes to use the garage as the office for his home occupation, Vogt Construction. Home occupations cannot be operated out of a garage in the SF-5 zoning district, but can in the TF-3 zoning district. Restrictions apply to the types of home occupations allowed in TF-3 and this applicant would remain subject to these restrictions. In particular, an office is allowed but a construction yard for a construction sales and service operation is not.

The site is on a 0.93-acre tract developed prior to the platting and development of Prairie Pointe Addition, but the site was incorporated as a part of this addition. The house is located on the south side of the lot with a front setback onto 37th Street North. It has a common interior property line with residential lots in Prairie Pointe Addition on its east, north and west sides. A five-foot wall easement is located on this applicant’s property along these three common property lines and a masonry wall is constructed within the wall easement. The 42’ x 55’ garage/accessory structure is located on the northwest corner of the lot, set about 15 feet from the north property line and 25 feet from the west property line. The building permit issued in 2007 (BLD2007-06702) documented that the applicant was applying for TF-3 zoning for the home occupation, that the building was a 2,310 square foot two-story accessory building with 25 feet as the total height and 392 feet of space on the second story, with a full bath and bedroom. The original house appears to have been constructed in 1961 and has 1,536 square feet of building coverage according to assessor’s records.

The lots adjoining the property on the east, north and south are developed with single-family residences on property zoned SF-5 within the Prairie Pointe Subdivision. The property to the south is zoned R-1 Single-Family Residential in the City of Maize and is two acreages with single-family residences and farming operations. A property to the southeast is approved as the PUD #18 Royal Magnolia that allows for certain nonresidential development but is undeveloped.

CASE HISTORY: The property is platted as Lot 38, Block 1, Prairie Pointe Addition, recorded June 3, 2004.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family residential
SOUTH:	R-1	Suburban residential/farming
EAST:	SF-5	Single-family residential
WEST:	SF-5	Single-family residential

PUBLIC SERVICES: The subject property has direct access onto 37th Street North, an urban minor arterial street. No traffic counts are available on 37th Street North. The road is a two-lane paved road from Maize Road to Manchester Street, then becoming an unpaved gravel road 1/8 mile east of this site. The jurisdiction of the right-of-way shifts between City of Wichita, City of Maize and Sedgwick County along the mile between Maize Road and 119th Street West. The site is connected to Wichita water and sewer.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “urban residential.” TF-3 zoning is in conformance with this land use classification. The applicant’s home occupation would be subject to the home occupation standards for its zoning district classification. No extra screening, buffering, landscaping or compatibility setbacks are triggered by a zone change from SF-5 to TF-3.

RECOMMENDATION: Based upon this information available prior to the public hearings, planning staff recommends that the request be APPROVED.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The lots adjoining the property on the east, north and south are developed with single-family residences on property zoned SF-5 within the Prairie Pointe Subdivision. The property to the south is zoned R-1 Single-Family Residential in the City of Maize and is two acreages with single-family residences and farming operations. A property to the southeast is approved as the PUD #18 Royal Magnolia that allows for certain nonresidential development but is undeveloped.
2. The suitability of the subject property for the uses to which it has been restricted: The property adhered to SF-5 zoning requirements until the applicant added the garage/accessory building in 2007, which triggered the need for the TF-3 zoning. The platting and addition of the masonry screening wall between this site and the adjoining residences helps screen the use.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The operation of the home occupation will be more intensive as a TF-3 zoned property than as a SF-5 zoned property because the home occupation is allowed in the accessory building closer to the adjoining residences. The driveways to the site are directly from 37th Street North, which avoids traffic to the site passing through the residential neighborhood.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “urban residential.” TF-3 zoning is in conformance with this land use classification. The applicant’s home occupation would be subject to the home occupation standards for its zoning district classification. No extra screening, buffering, landscaping or compatibility setbacks are triggered by a zone change from SF-5 to TF-3.

5. Impact of the proposed development on community facilities: The impact on the road and other public services will be minimal.

DONNA GOLTRY, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

MCKAY moved, **HILLMAN** seconded the motion, and it carried (11-0).

**City of Wichita
City Council Meeting
November 24, 2009**

TO: Wichita Airport Authority

SUBJECT: Cessna – Fourth Amendment to Lease dated March 1, 2001
Cessna – Amendment to Lease dated February 1, 2005
Cessna – Yingling Sublease Agreement dated December 1, 2009

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the amendments and sublease agreement.

Background: On March 1, 2001, the WAA entered into an agreement with Cessna Aircraft for use of a facility located at 2010 Airport Road on Mid-Continent Airport. Cessna subleased this facility to Yingling Aircraft for the purpose of operating a fixed base operation serving general aviation aircraft. On December 21, 2004, the WAA approved a land lease with Cessna for the purpose of allowing construction of a 15,500 sq. ft. hangar and shop facility at 2000 Airport Road. This new facility was also subleased to Yingling Aircraft for the purpose of further developing its business of aircraft refurbishment and completion work. The bond lease, which provided funding for facility construction, was approved by the WAA on February 15, 2005.

Analysis: The documents have been amended at various times to adjust the leased areas and to modify agreement dates and options. In that the agreements were initiated at different times, option periods and termination dates were not uniform. In addition, two sublease agreements were in place for the separate documents. Cessna has requested that the two agreements be modified to synchronize the termination dates of the agreements and have requested the two sublease agreements be superseded by one sublease agreement which incorporates terms previously included in the two separate agreements. Termination date of all documents will be November 20, 2035.

Financial Considerations: None.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which allow the Airport to continue its operation on a self-sustaining basis, and to facilitate the operations of airport tenants.

Legal Considerations: The documents have been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Amendment to Lease, the Fourth Amendment to Lease, and the Sublease Agreement; and authorize the necessary signatures.

Attachments: Fourth Amendment to Lease dated March 1, 2001, Amendment to Lease dated February 1, 2005 and Yingling Sublease Agreement dated December 1, 2009.

FOURTH AMENDMENT TO LEASE

BY AND BETWEEN

THE WICHITA AIRPORT AUTHORITY OF
THE CITY OF WICHITA, KANSAS

AND

CESSNA AIRCRAFT COMPANY

DATED AS OF DECEMBER 1, 2009

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE dated as of December 1, 2009, amending that certain Lease dated as of March 1, 2001, as amended by a certain First Amendment to Lease dated as of December 21, 2004 a certain Second Amendment dated December 19, 2006, and a certain Third Amendment dated November 6, 2007, all by and between THE WICHITA AIRPORT AUTHORITY OF THE CITY OF WICHITA, KANSAS, of Sedgwick County, Kansas (the "Issuer"), and CESSNA AIRCRAFT COMPANY, a Kansas corporation (the "Company"),

WITNESSETH:

WHEREAS, Issuer is a governmental or quasi-governmental entity duly organized and existing under the laws of the State of Kansas, believing itself to have full lawful power and authority to enter into this Fourth Amendment to Lease; and

WHEREAS, Issuer in furtherance of the purposes and pursuant to the provisions of the laws of the State of Kansas, including K.S.A. 3-153 *et seq.*, as amended (the "Act"), the Issuer has heretofore issued its Taxable Airport Special Facilities Revenue Bonds, Series A, 2001 (Yingling Aviation Project) (the "Series A, 2001 Bonds") for the purpose of constructing office and hangar space at Wichita Mid-Continent Airport (the "Project"); and

WHEREAS, the Project is located on the premises described on Schedule I to the Lease dated as of March 1, 2001 by and between the Issuer and the Company (as amended and supplemented in accordance with the terms thereof, the "Lease"), and

WHEREAS, pursuant to the Lease, the Issuer leased the Premises, including the Project, to the Company; and

WHEREAS, pursuant to a Sublease Agreement dated as of March 1, 2001 (the "Sublease"), as amended and supplemented, the Company subleased the Premises, including the Project, to Yingling Aircraft, Inc., a Kansas Corporation ("Yingling Aircraft"); and

WHEREAS, said Sublease was superseded by a Sublease dated as of December 1, 2009; and

WHEREAS, the parties hereto find it necessary and desirable to amend the Lease to extend the term thereof; and

WHEREAS, the Owner of 100% of the outstanding Series A, 2001 Bonds and Yingling Aircraft have consented to the extension of the term of the Lease,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and Company do hereby covenant and agree as follows:

Section 1. Extension of Term. The definition of "Basic Term" as set forth in Section 1.1 of

the Lease, as amended by Article 1 of the Third Amendment to Lease, is hereby further amended to read as follows:

“Basic Term” means that term commencing as of March 1, 2001 and ending on November 20, 2035, subject to prior termination as specified in this Lease, but to continue thereafter until all of the principal of, redemption premium, if any, and interest on the Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.”

Section 2. Option to Extend Term. Article 23.2(a) of the Lease, as amended by Article 5, paragraph one, of the Third Amendment to Lease, is hereby deleted in entirety.

Article 23.2(c) of the Lease, as amended by Article 5, paragraph two, of the Third Amendment to Lease is modified as follows:

Company and Issuer covenant and agree that the monthly rent commencing March 1, 2021 shall be an amount equal to the mutually agreed fair market value for lease of the land, building and improvements, excluding the 9,000 sq. ft. building expansion, for which facility rent shall not be required through the end of the Basic Term.

Section 2. Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 3. Section Headings. The section headings shall not be treated as a part of this Fourth Amendment to Lease or as affecting the true meaning of the provisions hereof.

Section 4. Execution in Counterparts. This Fourth Amendment to Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 5. Ratification and Confirmation of Lease. Except as may be specifically amended, supplemented or modified by the terms of this Fourth Amendment to Lease, the Lease as heretofore amended or supplemented in accordance with its terms, is hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents and caused the same to be dated as of the day and year first above written.

THE WICHITA AIRPORT AUTHORITY
OF THE CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, President

[SEAL]
ATTEST:

Victor D. White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Director of Law

CESSNA AIRCRAFT COMPANY

[SEAL}

ATTEST:

By: _____
Jack J. Pelton
Chairman, President and Chief
Executive Officer

T. W. Wakefield, Vice President,
General Counsel and Secretary

CONSENT OF BONDHOLDER

The undersigned hereby certifies that he is a duly authorized officer of Cessna Aircraft Company, a Kansas corporation, and as such is authorized to execute this Consent of Bondholder, and hereby further certifies as follows:

- 1) Cessna Aircraft Company is the owner of 100% of the Outstanding Wichita Airport Authority of the City of Wichita, Kansas, Taxable Airport Special Facilities Revenue Bonds, Series A, 2001 (Yingling Aviation Project) (the "Series A, 2001 Bonds").
- 2) As owner of the Series A, 2001 Bonds, Cessna Aircraft Company consents to the foregoing Fourth Amendment to Lease dated December 1, 2009 by and between The Wichita Airport Authority of the City of Wichita, Kansas, as landlord, and Cessna Aircraft Company, as tenant.

Dated _____

CESSNA AIRCRAFT COMPANY

By: _____
T. W. Wakefield, Vice President,
General Counsel and Secretary

CERTIFICATE OF TRUSTEE

The undersigned hereby certifies that she is a duly authorized officer of The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, a national banking association (the "Bank"), and as such is authorized to execute this Consent of Trustee, and hereby further certifies as follows:

- 1) The Bank is successor trustee to INTRUST Bank, N.A., under that certain Trust Indenture dated as of March 1, 2001 authorizing and securing the City of Wichita, Kansas, Taxable Airport Special Facilities Revenue Bonds, Series A, 2001 (Yingling Aviation Project) (the "Series A, 2001 Bonds").
- I. Cessna Aircraft Company is the registered owner of 100% of the Outstanding Series A, 2001 Bonds.
- II. The Bank, as trustee, acknowledges receipt of the foregoing Fourth Amendment to Lease dated December 1, 2009 by and between The Wichita Airport Authority of the City of Wichita, Kansas, as landlord, and Cessna Aircraft Company, as tenant.

Dated _____

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
St. Louis, Missouri, as Trustee

By: _____
Name: Cheryl Rain
Title: Relationship Manager,
Assistant Vice President

CONSENT OF SUBTENANT

The undersigned hereby certifies that he is a duly authorized officer of Yingling Aircraft, Inc., a Kansas corporation, and as such is authorized to execute this Consent of Subtenant, and hereby further certifies that Yingling Aircraft, Inc. consents to the foregoing Fourth Amendment to Lease dated December 1, 2009 by and between The Wichita Airport Authority of the City of Wichita, Kansas, as landlord, and Cessna Aircraft Company, as tenant.

Dated this ____ day of _____, 2009.

YINGLING AIRCRAFT, INC.

By: _____
Lynn Nichols, President

ATTEST:

Sherry Nichols, Secretary

HINKLE ELKOURI LAW FIRM L.L.C.

AMENDMENT TO LEASE DATED FEBRUARY 1, 2005

BY AND BETWEEN

THE WICHITA AIRPORT AUTHORITY OF
THE CITY OF WICHITA, KANSAS

AND

CESSNA AIRCRAFT COMPANY

DATED AS OF DECEMBER 1, 2009

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE dated as of December 1, 2009, amending that certain Lease dated as of February 1, 2005, between THE WICHITA AIRPORT AUTHORITY OF THE CITY OF WICHITA, KANSAS, of Sedgwick County, Kansas (the Issuer), and CESSNA AIRCRAFT COMPANY, a Kansas corporation (the “Company”),

WITNESSETH:

WHEREAS, Issuer is a governmental or quasi-governmental entity duly organized and existing under the laws of the State of Kansas, believing itself to have full lawful power and authority to enter into this Amendment to Lease; and

WHEREAS, Issuer in furtherance of the purposes and pursuant to the provisions of the laws of the State of Kansas, including K.S.A. 3-153 *et seq.*, as amended (the “Act”), has heretofore issued its Taxable Airport Special Facilities Revenue Bonds, Series A, 2005 (Yingling Aviation Project) (the “Series A, 2005 Bonds”) for the purpose of expanding and equipping a fixed base operation at Wichita Mid-Continent Airport (the “Project”); and

WHEREAS, the Project is located on the premises described on Schedule I to the Lease dated as of February 1, 2005 (the “Premises”) by and between the Issuer and the Company, (the “Lease”), and

WHEREAS, pursuant to the Lease, the Issuer leased the Premises, including the Project, to the Company; and

WHEREAS, pursuant to a Sublease Agreement dated as of December 1, 2009 (the “Sublease”), the Company subleased the Premises, including the Project, to Yingling Aircraft, Inc., a Kansas Corporation (“Yingling Aircraft”); and

WHEREAS, the parties hereto find it necessary and desirable to amend the Lease to extend the term thereof; and

WHEREAS, the Owner of 100% of the outstanding Series A, 2005 Bonds and Yingling Aircraft have consented to the extension of the term of the Lease,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and Company do hereby covenant and agree as follows:

Section 1. Extension of Term. The definition of “Basic Term” as set forth in Section 1.1 of the Lease is hereby amended to read as follows:

“Basic Term” means that term commencing as of March 3, 2005 and ending on November 20, 2035, subject to prior termination as specified in this Lease, but to continue thereafter until all of the principal of, redemption premium, if any, and interest on the Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.

Section 2. Option to Extend Term. Article 23.2(a) of the Lease is hereby deleted in its entirety.

Section 3. Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 4. Section Headings. The section headings shall not be treated as a part of this Amendment to Lease or as affecting the true meaning of the provisions hereof.

Section 5. Execution in Counterparts. This Amendment to Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 6. Ratification and Confirmation of Lease. Except as may be specifically amended, supplemented or modified by the terms of this Amendment to Lease, the Lease is hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents and caused the same to be dated as of the day and year first above written.

THE WICHITA AIRPORT AUTHORITY
OF THE CITY OF WICHITA, KANSAS

[SEAL]

By: _____
Carl Brewer, President

ATTEST:

Victor D. White, Director of Airports

“ISSUER”

APPROVED AS TO FORM: _____ Date: _____
Director of Law

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

BE IT REMEMBERED that on this ____ day of _____, 2009, before me, a notary public in and for said county and state, came Carl Brewer, President and Victor D. White, Director of Airports of the Wichita Airport Authority, to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same, for and on behalf and as the act and deed of said quasi-municipal corporation..

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

[SEAL]

Notary Public in and for said
County and State

My Appointment Expires: _____

CESSNA AIRCRAFT COMPANY

By: _____
Jack J. Pelton
Chairman, President and Chief
Executive Officer

ATTEST:

T. W. Wakefield, Vice President,
General Counsel and Secretary

“COMPANY”

ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this _____ day of _____, 2009, before me, a notary public in and for said County and State, came Jack J. Pelton, Chairman, President and Chief Executive Officer, and T. W. Wakefield, Vice President, General Counsel and Secretary, of Cessna Aircraft Company (Tenant), a Kansas corporation, on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for said
County and State

My Appointment Expires: _____

CONSENT OF BONDHOLDER

The undersigned hereby certifies that he is a duly authorized officer of Cessna Aircraft Company, a Kansas corporation, and as such is authorized to execute this Consent of Bondholder, and hereby further certifies as follows:

- 1) Cessna Aircraft Company is the owner of 100% of the Outstanding Wichita Airport Authority of the City of Wichita, Kansas, Taxable Airport Special Facilities Revenue Bonds, Series A, 2005 (Yingling Aviation Project) (the "Series A, 2005 Bonds").
- 2) As owner of the Series A, 2005 Bonds, Cessna Aircraft Company consents to the foregoing Amendment to Lease dated December 1, 2009 by and between The Wichita Airport Authority of the City of Wichita, Kansas, as landlord, and Cessna Aircraft Company, as tenant.

Dated _____

CESSNA AIRCRAFT COMPANY

By: _____
T. W. Wakefield, Vice President,
General Counsel and Secretary

CERTIFICATE OF TRUSTEE

The undersigned hereby certifies that she is a duly authorized officer of The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, a national banking association (the "Bank"), and as such is authorized to execute this Consent of Trustee, and hereby further certifies as follows:

- 1) The Bank is trustee, under that certain Trust Indenture dated as of February 1, 2005 authorizing and securing the City of Wichita, Kansas, Taxable Airport Special Facilities Revenue Bonds, Series A, 2005 (Yingling Aviation Project) (the "Series A, 2005 Bonds").
- 2) Cessna Aircraft Company is the registered owner of 100% of the Outstanding Series A, 2005 Bonds.
- 3) The Bank, as trustee, acknowledges receipt of the foregoing Amendment to Lease dated December 1, 2009 by and between The Wichita Airport Authority of the City of Wichita, Kansas, as landlord, and Cessna Aircraft Company, as tenant.

Dated _____

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
St. Louis, Missouri, as Trustee

By: _____
Name: Cheryl Rain
Title: Relationship Manager,
Assistant Vice President

CONSENT OF SUBTENANT

The undersigned hereby certifies that he is a duly authorized officer of Yingling Aircraft, Inc., a Kansas corporation, and as such is authorized to execute this Consent of Subtenant, and hereby further certifies that Yingling Aircraft, Inc. consents to the foregoing Amendment to Lease dated December 1, 2009 by and between The Wichita Airport Authority of the City of Wichita, Kansas, as landlord, and Cessna Aircraft Company, as tenant.

Dated this ____ day of _____, 2009.

YINGLING AIRCRAFT, INC.

By: _____
Lynn Nichols, President

ATTEST:

Sherry Nichols, Secretary

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease"), made and entered into as of December 1, 2009, by and between Cessna Aircraft Company, a Kansas corporation, as sublessor ("Tenant"), and Yingling Aircraft, Inc., a Kansas corporation, as sublessee ("Subtenant").

RECITALS:

A. Tenant is the tenant under those certain Leases attached hereto as Attachment 1 dated as of March 1, 2001 and Attachment 2 dated February 1, 2005, as amended and supplemented (the "Leases"), between the Wichita Airport Authority of the City of Wichita, Kansas ("Authority") and Tenant, with respect to certain premises consisting of land and facilities located on the Wichita Mid-Continent Airport, as more particularly described in the Leases and on Schedule 1 of each respective Lease (the "Premises").

B. Tenant is obligated under certain facility leases (the "Facility Leases") to pay the principal and interest on certain revenue bonds issued by the Authority to pay the cost of improvements to the Premises (the "Bond Payments").

C. Subtenant is the sublessee under that certain Sublease Agreement dated as of March 1, 2001, as amended and supplemented (the "2001 Sublease"), between Tenant and Subtenant with respect to the Premises, and that certain Sublease Agreement dated as of February 1, 2005, (the "2005 Sublease"), between Tenant and Subtenant with respect to the Premises, the 2001 Sublease, the 2005 Sublease, and all agreements by which the 2001 Sublease and the 2005 Sublease have been amended or supplemented being herein collectively referred to as the "Prior Agreements."

D. Tenant and Subtenant have agreed that Subtenant will sublease the Premises from Tenant upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of their mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sublease of Premises. Tenant hereby leases to the Subtenant, and Subtenant hereby rents from Tenant, the Premises.

2. Terms and Conditions of Sublease. Except as expressly provided herein, this Sublease shall be upon the same terms and conditions as set forth in the Lease and the Facility Leases, and Subtenant shall have all of the rights and privileges of the Tenant under the Lease and the Facility Leases, and Subtenant shall observe and perform all of the covenants and obligations of the Tenant under the Lease and the Facility Leases as if Subtenant were the original Tenant thereunder. All capitalized terms not defined herein shall have the same meaning as such terms in the Lease or Facility Leases, unless some other meaning is plainly intended.

3. Term. The term of this Sublease shall commence as of December 1, 2009 (the "Effective Date") and shall expire, unless sooner terminated as provided herein or in the Lease, on November 20, 2035, (the "Term").

4. Termination of Prior Agreements. Upon the Effective Date, the Prior Agreements shall be terminated, cancelled and of no further force or effect, without the necessity of any further action on the part of Tenant or Subtenant. The Tenant and Subtenant acknowledge and agree that all of the Subtenant's obligations and payments called for under the Prior Agreements have been fully performed.

5. Rent. Subtenant agrees to pay monthly rent in the amounts set forth on Attachment 3 hereto ("Sublease Rent"), payable on the first day of each month commencing on the Effective Date. From such Sublease Rent, Subtenant shall make all Bond Payments which are due and owing by the Tenant under the Facilities Leases. The remaining amounts of the Sublease Rent, after payment of the Bond Payments, shall be paid directly to Tenant for its own account. In addition to the Sublease Rent, Subtenant agrees to pay all Additional Rent as may be due and owing by the Tenant under the Facilities Leases. Sublease Rent and Additional Rent shall be payable by Subtenant without any prior demand therefore and without any setoff or deduction, in installments or otherwise in the amounts, to the payees and on the dates called for under the Lease and the Facilities Leases. The amount of Sublease Rent may be adjusted by agreement in writing between the Tenant and the Subtenant.

6. Utilities. Subtenant shall be responsible for payment for all utility expenses required by the Lease and the Facilities Leases.

7. Insurance. Subtenant shall maintain all policies of insurance required to be maintained by Tenant under the Lease and Facilities Leases, including payment of all premiums due under such policies.

8. Assignment and Subletting. Subtenant shall not pledge, mortgage, hypothecate, assign, or in any way encumber this Sublease or further sublet the Premises, or any part thereof without the prior written consent of Tenant and Authority in each instance. The limitations, conditions and requirements set forth in the Facilities Leases shall apply to the assignment and subletting of this Sublease by the Subtenant. Notwithstanding the foregoing, with respect to an assignment of this Sublease in connection with a transaction involving a merger, consolidation or other transaction described in the Facilities Leases, the Subtenant shall be fully released from all obligations accruing under this Sublease after the date of such assignment only if: (i) the Authority and the Tenant shall give their prior written consent to such assignment; (ii) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Subtenant under this Sublease; and (iii) the Subtenant shall furnish to the Authority and the Tenant evidence in the form of financial statements accompanied by the certificate of an independent certified public accountant of recognized standing establishing that the net worth of such proposed assignee immediately following such assignment will be at least equal to the net worth of the Subtenant as shown by the most recent financial statement of the Subtenant furnished to the Authority and the Tenant pursuant to this Sublease.

9. Use. (a) Subtenant shall use the Premises for those purposes permitted under the Lease and the Facilities Leases and for no other purpose. Subtenant shall perform all duties of the Tenant under the Lease and the Facilities Leases relating to Federal Aviation Administration and Transportation Security Administration regulations and the rules, regulations, standard operating procedures, orders and restrictions adopted by the Authority.

(b) Neither the Authority nor the Tenant shall be liable to the Subtenant for any diminution or deprivation of its rights under this Sublease on account of the exercise of any power of eminent domain or similar authority as provided in the Facilities Leases, nor shall Subtenant be entitled to terminate this Sublease by reason thereof unless the exercise of such power or authority shall so interfere with Subtenant's exercise of the rights hereunder as to constitute a termination of this agreement by operation of law in accordance with the laws of the State of Kansas.

10. Maintenance and Repair. Subtenant shall perform all maintenance required of Tenant under the Lease and Facilities Leases and shall be responsible for all repair and restoration of the Premises in the event of casualty, damage, or condemnation that is required or elected by the Tenant under the Facilities Leases.

11. Competitive Operators. It is understood and acknowledged that the Authority may lease hangars and other space at Wichita Mid-Continent Airport to other operators whose business is directly competitive with the business of Subtenant. Subtenant agrees that in the event any such action is taken by the Authority, the Subtenant shall have no recourse against the Authority or Tenant.

12. Cessna Dealership. The Subtenant shall have the affirmative duty and hereby agrees to undertake all sales responsibilities of a full-line dealer of the Tenant's products in the event Tenant offers such dealership opportunities to the Subtenant.

13. Environmental Provisions. Subtenant hereby covenants and agrees that it will not cause or permit any Hazardous Substances (as defined in the Facilities Leases) to be placed, held, located or disposed of, on, under or at the Premises, other than in the ordinary course of business and in compliance with all applicable laws and regulations, and that it will comply in all respects with and hereby provides the required indemnities as provided in the Facilities Leases and the Lease.

14. Equal Employment Opportunity. Subtenant covenants that it shall not unlawfully discriminate against any person or group thereof upon the basis of race, color, religion, sex, or national origin in its use or occupancy of the Premises, and Subtenant further covenants that it shall be bound by the duties and obligations of the Tenant with respect thereto as provided in the Lease and the Facilities Leases.

15. No Renewal Obligation. Subtenant agrees that Tenant shall have no obligation to extend the Term of the Lease or Facilities Leases beyond the scheduled expiration date of the relative terms thereof.

16. Condition of Premises. Subtenant shall take possession of the Premises in its “as is” condition. Any improvements constructed on the Premises by Subtenant shall be subject to the approval of Tenant and Authority, in accordance with the provisions of the Lease. Subtenant shall be solely responsible for the cost of any such improvements.

17. Default. The terms and provisions of the Lease and the Facilities Leases shall determine and govern any default by Subtenant under this Sublease. An event of default under this Sublease shall mean any one of the following events:

(a) Failure of Subtenant to make any payment of Sublease Rent at the time and in the amount required hereunder and/or under the Lease or Facilities Leases; or

(b) Failure of Subtenant to make any payment of Additional Rent at the times and in the amounts required hereunder and under the Facilities Leases or failure of Subtenant to observe or perform on behalf of the Tenant any other covenant, agreement, obligation, or provision of the Lease or Facilities Leases on the Tenant’s part to be observed or performed and the same is not remedied within thirty (30) days after the Authority or the Tenant has given the Subtenant written notice specifying such failure (or such longer period as shall be reasonably required to correct such default, provided that the (i) Subtenant has commenced such correction within said 30-day period, and (ii) Subtenant diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy (as such term is defined in the Facilities Leases) with respect to the Subtenant; or

(d) The Subtenant abandons the Premises.

Notwithstanding the foregoing, if, by reason of *force majeure*, the Subtenant is unable to perform or observe any agreement, term, or condition hereof which would give rise to an event of default under this Section 17, the Subtenant shall not be deemed in default during the continuance of such inability. However, the Subtenant shall promptly give notice to the Tenant and the Authority of the existence of an event of *force majeure* and shall use its best efforts to remove the effects thereof; provided that the settlement of strikes or other industrial disturbances shall be entirely within its discretion.

18. Notices. All notices and demands which are required or permitted to be given hereunder shall be given by personal delivery or by United States registered or certified mail, postage prepaid, return receipt requested. All notices shall be sent to the Notice Address (as defined and set forth in the Lease and Facilities Leases).

19. Miscellaneous Provisions.

(a) This Sublease, together with any attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, writings, representations, or understandings. In the event of a conflict between the terms and provisions of this Sublease and the terms and provisions of the Lease or the Facilities Leases, the respective terms and provisions of the Lease and/or Facilities Leases shall control, and the Sublease shall be subject and subordinate in all respects to the provisions of the Lease and the Facilities Leases.

(b) All obligations of either party which by their nature involve performance, in any particular, after the expiration or sooner termination of this Sublease, or which cannot be ascertained to have been fully performed until such time, shall survive the expiration or sooner termination of this Sublease.

(c) Tenant shall have access at all times to the Premises, upon reasonable prior notice, to examine the same and determine that Subtenant is complying with the terms and provisions of this Sublease, the Lease and the Facilities Leases.

(d) Subject to the provisions of paragraph 8 above, this Sublease shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

20. Amendments. This Sublease may be amended, changed, or modified only in the manner that applies to amendments to the Facilities Leases as set forth therein.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the day and year first above written.

TENANT

CESSNA AIRCRAFT COMPANY

[SEAL]

By: _____
Jack J. Pelton
Chairman, President and Chief Executive Officer

ATTEST:

T. W. Wakefield, Vice President,
General Counsel and Secretary

ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this _____ day of _____, 2009, before me, a notary public in and for said County and State, came Jack J. Pelton, Chairman, President and Chief Executive Officer, and T. W. Wakefield, Vice President, General Counsel and Secretary, of Cessna Aircraft Company (Tenant), a Kansas corporation, on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for
said County and State

SUBTENANT

YINGLING AIRCRAFT, INC.

[SEAL]

By: _____

ATTEST:

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this _____ day of _____, 2009, before me, a notary public in and for said County and State, came _____, [TITLE], and _____, [TITLE], of Yingling Aircraft, Inc., a Kansas corporation, on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for said
County and State

AUTHORITY'S CONSENT:

**THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS**

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President

By: _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Director of Law

ATTACHMENT 1 – March 1, 2001 Lease

ATTACHMENT 2 – February 1, 2005 Lease

ATTACHMENT 3 – Rent Schedule

**City of Wichita
City Council Meeting
November 24, 2009**

TO: Wichita Airport Authority

SUBJECT: Terminal East Data Center
Supplemental Agreement No. 9
Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve Supplemental Agreement No. 9.

Background: This project is identified in the Airport Capital Improvement Program (CIP), and is an enabling project preparing for the new terminal project.

HNTB was selected through the Staff Screening Process as the design team to integrate and sequence on a campus-wide basis various related elements of the overall terminal area redevelopment program. The intent was that supplemental agreements would be entered into each time an element was added or modified, some being funded from budget sources separate from the Air Capital Terminal 3 (ACT 3) program. The following table depicts the original contract with HNTB and the supplemental agreements to date:

	<u>Amount</u>	<u>Description</u>	<u>Date</u>
Contract	\$12,660,000.00	ACT 3 Design, Bid and C.A. Contract	6/18/2006
SA#1	128,709.00	North Shuttle Lot, Construction Related Services (CRS)	2/7/2008
SA#2	311,767.00	Apron Phase I, Resident Engineering	8/5/2008
SA#3	53,137.00	Customs Federal Inspection Facilities Design	9/23/2008
SA#4	43,594.00	North Shuttle Lot, Additional Construction Related Services	1/27/2009
SA#5	74,369.00	Interim Customs Construction Related Services	5/12/2009
SA#6	42,414.00	East Data Center Design, Bid & C.A. Services	6/9/2009
SA#7	374,018.00	Apron Phase II, Construction Related Services	7/7/2009
SA#8	500,969.00	Landside Utilities, Phase I, Construction Related Services	7/7/2009
SA#9	13,537.00	East Data Center Emergency Generator Design & CRS	

Analysis: A remodel project in the existing terminal basement is required to accommodate a data center for communication and security equipment that will serve the new terminal plus the rest of the airport campus. During design, an emergency generator on site was deemed a better solution than providing back-up power remotely from the new terminal. Staff has prepared a supplemental agreement for the additional scope and services.

Financial Considerations: The cost of the additional services with HNTB is a not-to-exceed amount of \$13,537. The current budget of \$410,000 will cover this expense.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through infrastructure improvements to allow uninterrupted airport services to be provided.

Legal Considerations: The Law Department has approved the supplemental agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental agreement, and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 9.

SUPPLEMENTAL AGREEMENT NO. 9
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE WICHITA AIRPORT AUTHORITY, "OWNER",
AND
HNTB CORPORATION, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated July 18, 2006, between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Wichita Mid-Continent Airport.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide reduced and/or additional services required for the PROJECT and receive reduced and/or additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The description of the improvements that the OWNER intends to construct and thereafter called the "PROJECT" as stated within ARTICLE I of the referenced Contract is hereby amended to include the following:

Additional architectural, structural engineering and MEP engineering services for the new East Data Center.

- Add diesel fueled emergency generator to support the East Data Center Architecture & MEP scope (Package 5), to be located south of the cooling towers approximately as shown in Exhibit SA9-A.
- Electrical cabling from the emergency generator to Electrical Room No. 21.
- Provide additional architectural services to support the installation of the generator and building exterior modifications for Package 5.
- Provide structural engineering for Package 5.
- Project management services related to the above.

Architectural and engineering services are to be provided to be in accordance with the scope included in Supplemental Agreement No. 6.

The following services are not included in the scope of this Supplemental Agreement:

- Infrastructure systems, including MEP and fire protection, for areas of the existing terminal building outside the East Data Center.
- Design of network and communications systems to be housed in the East Data Center.

II. TIME OF SERVICES

A. The schedule for completion of design services is as needed to support completion of Package 5:

- | | |
|--------------------------|--------------------------------|
| • Complete cd's | 4 weeks from notice to proceed |
| • Owner review | 2 weeks |
| • Pick up final comments | 2 weeks |
| • Total | 8 weeks |

III. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

Payment to the CONSULTANT for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of a lump sum for the amount of \$13,537.00 (Exhibit SA9-B).

IV. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2009.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By: _____
Victor White, Director of Airports

ATTEST:

HNTB CORPORATION
715 KIRK DRIVE
KANSAS CITY, MO 64105

By: *Michael Hannon*
Title: Principal Architect

By: *Michael Hannon*
Title: VICE PRESIDENT

APPROVED AS TO FORM: *Gary E. Pakenburg* Date: _____
Director of Law

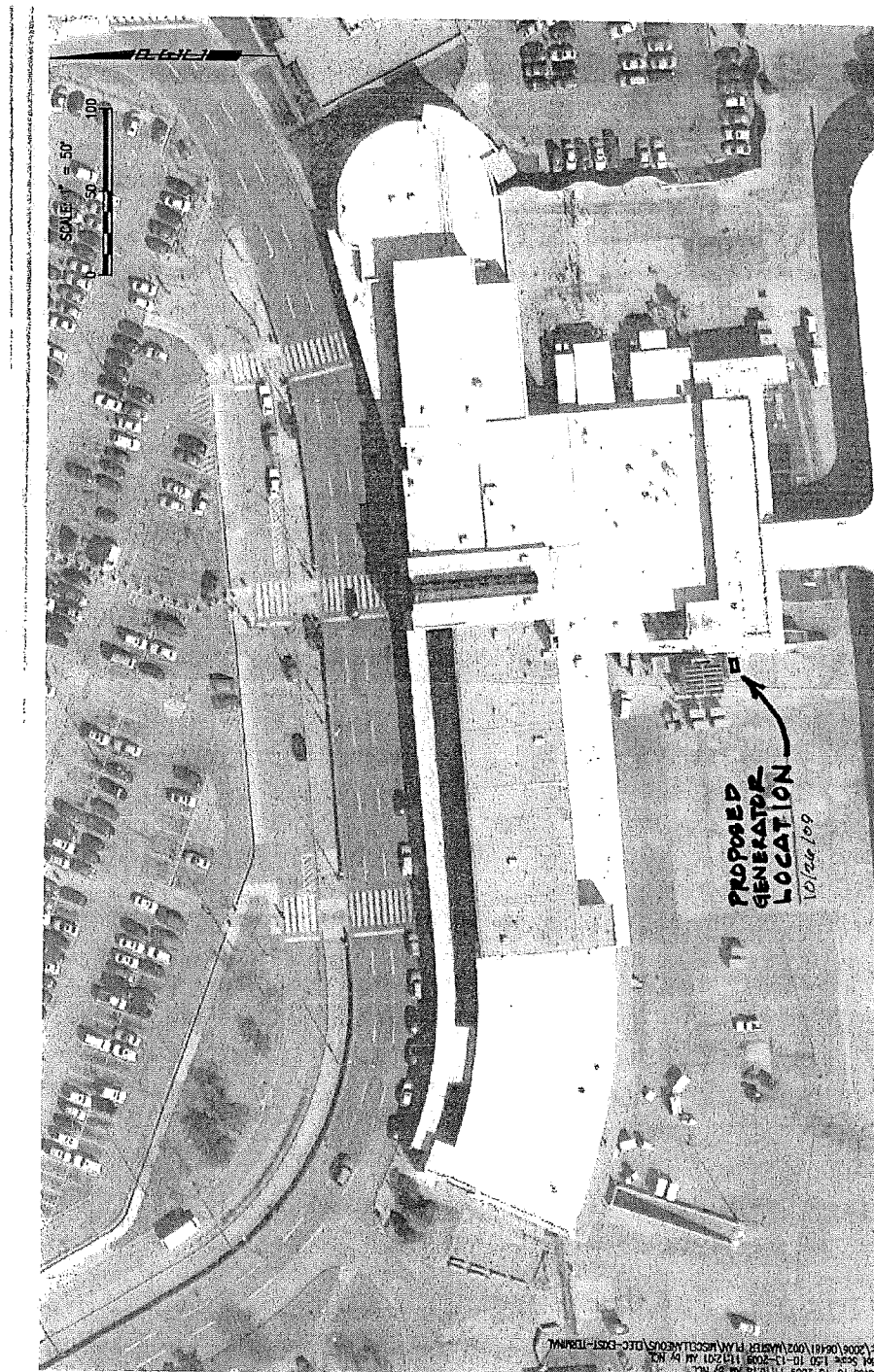
ATTACHMENTS:

- Exhibit SA9-A – Generator Location Sketch, dated 10/26/09
- Exhibit SA9-B – Estimated Cost of Consultant's Services, dated 11/4/09

RECEIVED

NOV 09 2009

AIRPORTENGINEERING



Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
 Estimated Cost of Consultant's Services
 HNTB Architecture

11/4/2009

Additional Scope For East Data Center, Including Generator
 Additional Services Request No. 24
 HNTB Project 34912-DS-007

1. Direct Salary Costs			
	<u>Hours</u>	<u>Avg Rate</u>	<u>Cost</u>
Total Direct Salary Costs	17	56.94	\$968
2. Labor and General & Administrative Overhead			
Percentage of Direct Salary Costs	196.47%		\$1,902
3. Total Labor Cost - Subtotal of Items 1 and 2			<u>\$2,870</u>
4. Fixed Fee	14.90%		\$428
5. Subtotal of Items 3 and 4			<u>\$3,298</u>
6. Direct Non-Salary Expenses			
Transportation and Subsistence		0.00	
Printing and Deliveries		50.00	
Other Expenses		0.00	
Total Direct Non-salary Expenses			\$50
7. Subtotal of Items 5 and 6			<u>\$3,348</u>
8. Subconsultant Costs			
Gossen Livingston		2,633	
Professional Engineering Consultants		6,000	
Dudley Williams		1,556	
			10,189
Total Proposed Cost			<u>13,537</u>

City of Wichita
City Council Meeting
November 24, 2009

TO: Mayor and City Council

SUBJECT: Community Events – 22nd Annual Jingle Bell Run/Walk (Districts I & VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure Tiffany Wilson, Development Director for the Arthritis Foundation is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following temporary street closure request has been submitted:

22nd Annual Jingle Bell Run/Walk for Arthritis Saturday, December 5, 2009 9:00 am – 12:00 pm

- § Lewis Street, McLean Boulevard to Water Street
- § McLean Boulevard, Lincoln Street to Douglas Avenue
- § McLean Boulevard, Lewis Street to Douglas Avenue
- § Lewis Street, Wichita Street to McLean Boulevard

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
November 24, 2009

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 1 for Landfill Gas Well Inactivation Plan and EPA Mandatory Greenhouse Gases Reporting Rule Applicability Assessment (\$8,000)
- Camp Dresser & McKee Inc. (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 1.

Background: To comply with its Class I Air Emission Source Operating Permit for the Brooks Landfill, the City is required to report to the Kansas Department of Health and Environment (KDHE) and certify permit compliance on a semi-annual and annual basis, respectively. An agreement with Camp Dresser & McKee Inc. (CDM), for the provision of services required to prepare the technical reports, was approved on April 25, 2006. In preparing the reports, CDM works directly with the City, the City's contracted landfill operator (Herzog Environmental, Inc.), and the landfill gas producer (Wichita Gas Producers, LLC – a company owned by DTE Energy) to request and compile the appropriate data. During the last reporting period, several instances of noncompliance were noted in the data supplied for the landfill gas collection system. Per requirement of the permit, a compliance schedule was submitted to the KDHE, advising of the anticipated timeline to regain compliance.

Further, on September 22, 2009, the U.S. Environmental Protection Agency (EPA) finalized a new Mandatory Greenhouse Gases (GHG) Reporting Rule that introduces new requirements for the measuring and reporting of greenhouse gas emissions. The rule was published in the Federal Register on October 30, 2009, and requires that covered facilities begin measuring GHG emissions on January 1, 2010.

Analysis: The services pursuant to this supplemental agreement will be rendered first, in developing a Landfill Gas Well Inactivation Plan acceptable to the KDHE, within the timeframe of the submitted compliance schedule. Coordinated execution of the resulting plan, by the City and Wichita Gas Producers, will ensure future compliance with the Class I Operating Permit requirements.

The scope of services also provides for an assessment of activities required to comply with the EPA's new Mandatory GHG Reporting Rule. The new rule has direct ties to the emissions data currently recorded and reported under Class I Operating Permit requirements, and expeditious evaluation will better ensure appropriate processes are in place by the January 1, 2010, implementation deadline.

Financial Considerations: Payment to Camp Dresser & McKee Inc. will be on the basis of actual accrued costs and fees, not to exceed \$8,000. Sufficient funding is available in the Maintenance Division's Landfill Post-Closure Fund to pay for these services. One of the outcomes of this consulting engagement will be to determine other expenses the City will face to bring the site into compliance with Class I Air Emission and GHG reporting regulations.

Goal Impact: By ensuring compliance with the requirements of the Class I Air Emission Source Operating Permit for the Brooks Landfill and the EPA's new Mandatory GHG Reporting Rule, this work will support the City's goal to provide a Safe and Secure Community.

Legal Considerations: Supplemental Agreement No. 1 has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve Supplemental Agreement No. 1 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO.1
to the
AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 25, 2006
between
THE CITY OF WICHITA, KANSAS
Party of the First Part, hereinafter called the
“CITY”
and
CAMP DRESSER &McKEE INC.
Party of the Second Part, hereinafter called the
“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a contract between the two parties covering Professional Services to be provided by the ENGINEER to meet the Class I Air Emission Source Operating Permit reporting requirements for the Brooks Landfill, and

WHEREAS, the CITY desires first to develop a gas well inactivation plan acceptable to the Kansas Department of Health and Environment and, second, to evaluate the applicability of the EPA’s new Mandatory Greenhouse Gases Reporting Rule, with respect to the Brooks Landfill, and

WHEREAS, paragraph I.C of the AGREEMENT provides that the CITY may contract for additional work on the basis of duly entered into Supplement Agreement,

NOW THEREFORE, the parties hereto mutually agree as follows:

1. ARTICLE I of AGREEMENT, SCOPE OF SERVICES-revise to read:

“....., and to develop a gas well inactivation plan acceptable to the Kansas Department of Health and Environment and evaluate the applicability of EPA’s new Mandatory Greenhouse Gases Reporting Rule, as outlined in Exhibit B2, Scope of Work.”

2. ARTICLE IV of AGREEMENT, Payment-add to paragraph A:

Payment to the ENGINEER for the performance of the professional services required by this Supplemental Agreement No. 1 shall be on the basis of separate, not-to-exceed fees, based on the ENGINEER’S hours worked multiplied by the applicable hourly rate, plus actual direct costs and shall be equal to or less than the estimated amount. An updated Exhibit C providing schedule of hourly rates is attached hereto.

Total payments to the ENGINEER for the preparation of the work associated with Supplemental Agreement No. 1 are estimated in the amount of \$8,000, in accordance with Section IV.A of the AGREEMENT.

3. Except as otherwise noted herein, all terms and conditions set forth in the original AGREEMENT shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2009.

By Action of the City Council

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublet, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

Camp Dresser & McKee Inc.

Bruce R. Barnes, Associate

ATTEST:

EXHIBIT B2

Scope of Work Supplemental Agreement No. 1

Class I Air Permit Reporting Requirements Finalize Inactivation Plan for Problematic Landfill Gas Wells Evaluate Applicability EPA Greenhouse Gas Reporting Rules Brooks Landfill, Wichita, Kansas

This document serves in supplemental to the Contract for Professional Services between the City of Wichita, Kansas and Camp Dresser & McKee inc. executed on April 25, 2006. The additional scope of work is provided below. CM has also provided costs to perform this additional scope of work.

Scope of Work

CDM will work directly with the City and the City's contactors (Herzog, DTE Biomass, etc.) to finalize a Landfill Gas Well Inactivation Plan to be presented to the Kansas Department of health and Environment (KDHE). Finalization of the Landfill Gas Well Inactivation Plan will address anticipated comments from the City and KDHE. CDM will also assess the applicability of EPA's new greenhouse gas rules to Brooks Landfill.

Task 8a – Delivery of a Gas Well Inactivation Plan

Several gas extraction wells have been found to be periodically out of compliance with respect to applied vacuum or oxygen levels. The causes of non-compliance have not been fully identified but may include improper wellhead tuning, compromised well integrity, or compromised areas of the landfill cap. Some of these wells may be able to be inactivated if the surrounding well network provides adequate gas capture. CDM proposes to develop a gas well inactivation plan for submittal to the Kansas Department of Health and Environment. The inactivation plan task will consist of the following items.

1. Upon submittal of a preliminary draft gas well inactivation plan to the City, a meeting between the City and KDHE will be proposed to discuss the plan. The purpose of the meeting will be to address any concerns the KDHE may have concerning the plan, and to ensure that both parties have an understanding of the approach to execute the plan. This task budget assumes that CDM personnel will be participating remotely via telephone in during the City's meeting with KDHE.
2. Following the draft plan discussion meeting, the preliminary Gas Well Inactivation Plan will be revised, if necessary and submitted for City review. The Gas Well Inactivation Plan will then be submitted to KDHE upon City approval.
3. CDM will address one round of KDHE comments. CDM's proposed responses will be submitted to the City for review prior to submittal to KDHE.
4. Upon KDHE approval of CDM's responses, the final version of the Gas Well Inactivation Plan will be submitted to KDHE.

Task 8b – Assessment of Applicability of EPA's Greenhouse Gas Rules to Brooks Landfill

CDM will assist the City of Wichita in determining the applicability of EPA's mandatory greenhouse gas reporting rules to Brooks Landfill. CDM will also work with the City of Wichita and DTE Biomass to perform a gap analysis to evaluate current landfill gas monitoring capabilities relative to the requirements of EPA's mandatory greenhouse gas reporting rules. CDM will also provide the City with an outline for the written monitoring plan required by the greenhouse reporting rules. This plan would not have to be submitted to EPA, but it would have to be available upon EPA request, such as during an audit.

The cost to conduct both Tasks 8a and 8b as described is not to exceed \$8,000. CDM estimates that the cost to complete Task 8a will be \$5,000. The cost for Task 8b is estimated to be \$3,000.

EXHIBIT C

CAMP DRESSER & McKEE INC.
SCHEDULE OF HOURLY BILLING RATES
VALID THROUGH APRIL 30, 2010

<u>CATEGORIES</u>	<u>HOURLY RATES</u>
<u>PROFESSIONAL SERVICES:</u>	
PROFESSIONAL I	\$ 75.00
PROFESSIONAL II	\$ 95.00
PROFESSIONAL II	\$105.00
SENIOR PROFESSIONAL	\$135.00
PRINCIPAL/ASSOCIATE	\$160.00
OFFICER	\$180.00
 <u>PROJECT SUPPORT SERVICES</u>	
STAFF SUPPORT SERVICES	\$ 75.00
FIELD SENIOR PROFESSIONAL	\$ 75.00
SENIOR SUPPORT SERVICES	\$ 90.00
PROJECT ADMINISTRATION	\$ 60.00
SECRETARIAL SUPPORT	\$ 50.00

All subconsultant expenses are subject to a minimum handling/administrative charge of 10%.
Other direct costs will be billed at cost.

City of Wichita
City Council Meeting
November 24, 2009

TO: Mayor and City Council

SUBJECT: Mid-Continent Water Quality Reclamation Facility - Supplemental Agreement

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 2 with Camp, Dresser & McKee, Inc. for the Contract for zoning, design and construction services involved with the construction of a new odor control (chemical feed) facility.

Background: On November 15, 2005, City Council approved a Contract with Camp, Dresser & McKee, Inc. (CDM) to provide design and construction services for the Mid-Continent Water Quality Reclamation Facility in the amount of \$6,172,900. Part of this Contract included the design of a treatment facility which would allow all of the exposed water services to be covered. A membrane bio reactor was chosen because of its small size and the ability to place it inside a building.

Analysis: The membrane bio reactor provides the best treatment option for the space limitations, but it does not allow ferrous chloride, the odor control chemical, to be used in advance of the treatment process. This limitation required staff to consider alternatives for providing odor control that is currently served by a station located at the Tyler Road pump station.

One of the suggested alternatives is the relocation of the facility to a site closer to Plant No. 2. Supplemental Agreement No. 2 will allow work to be completed for the design of the proposed odor control station. The attached documentation details the costs, terms and conditions of the Supplemental Agreement with CDM.

Financial Considerations: On July 11, 2006, the City Council approved Change Order No. 1 with CDM which reduced the original Contract to \$4,959,500. This amendment is for \$115,000 and will increase the Contract to \$5,074,500. Including this modification, there is a net decrease of \$1,098,400 for a total reduction of 17.8 percent to the original Contract. This project is part of Capital Improvement Project, Mid-Continent Sewage Treatment Plant (S-546) and will be funded from Water Utilities revenues and reserves, and/or a future revenue bond issue.

Legal Considerations: Law has reviewed the Supplemental Agreement and approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2 with Camp Dresser & McKee Inc.
Attachment A
CDM Letter

**AMENDMENT NO: 2
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No: 2 is made and entered into this day of November, 2009 to the Agreement between Camp Dresser & McKee Inc. ("ENGINEER") and the City of Wichita ("OWNER") dated November 15, 2005, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the ENGINEERING services for the design and construction phase service for the Mid-Continent STP, Cowskin Parallel Pump Station, Force Main and Odor Control Facilities, Goddard Wastewater Services Facility, design services for the SW Drainage Basin Collection System Improvements and a Comprehensive Biosolids Management Plan Update, optional design and construction phase services include the Goddard Reuse Pump Station and Pipeline, Goddard Collection System Diversion and the Goddard Temporary Diversion line project., and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

Refer to Attachment A

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

na

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

Refer to Attachment A

4. The payment for services rendered by ENGINEER shall be as set forth below:

Refer to Attachment A

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

ENGINEER

DATE:

OWNER

DATE:

ATTACHMENT A - AMENDMENT NO. 2

**BETWEEN
THE CITY OF WICHITA, KANSAS
AND
CAMP DRESSER & McKEE INC.**

**FOR THE
ENGINEERING SERVICES SCOPE OF WORK
FOR THE FOLLOWING:**

**“MID-CONTINENT STP AND DRAINAGE BASIN IMPROVEMENTS,
GODDARD WASTEWATER SERVICE FACILITIES
AND THE
COMPREHENSIVE SLUDGE MANAGEMENT PLAN UPDATE”**

BASIC SERVICES

The purpose of Contract Amendment No. 2 is to incorporate five additional work items into this project. These include:

- Task 1: Preparation of submittals necessary to prepare a conditional use permit for a change in zoning for property.
- Task 2: Design of a satellite odor control facility to neutralize odors generated by the long detention time and subsequent hydrogen sulfide generation in the South Meridian Trunk Sewer.
- Task 3: Services to administer the construction phase of the odor control project.
- Task 4: Design of a waterline extension necessary to deliver potable water for fire protection to the Mid Continent Water Quality Reclamation Facility.
- Task 5: Design of a pressure sewer necessary to connect the Wichita Airport Authority (WAA) maintenance facility to the Mid-Continent WWTP to the influent force main.

Task 1 –Surveying, Conditional Use Permit, Design Review Board and District Advisory Committee Approval

Provide work items necessary to purchase the property for this satellite odor control facility. This work includes:

1. Performance of research and development of the exhibits necessary to prepare a

- Conditional Use Permit application for the remote odor control facility.
2. Performance of boundary, topographic and utility surveys of the property and all adjacent utilities and the preparation of a site plat and topographic/utility drawing of the site. This work will include marking property corners as well as locating the unloading lane and building locations, if required.
 3. Preparation of architectural renderings of the final odor control site plan and the west site elevation including landscape design.
 4. Preparation of a plat for this development.
 5. Attendance at a preliminary meeting with the Metropolitan Area Planning Commission (MAPD).
 6. Attendance at meetings of the District Advisory Board Meeting and the Design Review Board Meeting.

Task 2 –Design of Odor Control Improvements

Provide work items necessary to design the satellite odor control facility. This work includes:

1. Design of site improvements to include a storm sewer, chemical delivery unloading lane, driveway and a cased chemical discharge line extending from the chemical storage and feed facility to a manhole located in the center of the intersection of South Meridian Street and South 47th Street.
2. Design of a chemical feed facility which includes a structure which houses a chemical storage tank in a reinforced concrete structure constructed partially below ground and with sufficient volume to serve as a chemical containment area should a chemical spill occur. The lower portion of the structure will contain an elevated walkway, upon which to install chemical feed pumps. The upper portion of the structure will contain a masonry wall topped by a security screened open area and a roof. The front of the building will contain a structure which houses an emergency shower and hot water tank, as well as a chemical fill station designed for quick disconnect attachment to chemical supply hoses from a semi tank truck.
3. Develop plans and specifications sufficient for the MCWQRF contractor, Grimm Construction to cost the project as a Change Order to the MCWQRF construction. CDM will review and evaluate the cost against the schedule of values of the existing contract and current market pricing to insure competitive pricing.

Task 3 –Construction Services For Odor Control Improvements

Provide work items necessary to construct the satellite odor control facility. This work includes:

1. Shop drawing review of those items required for the facility which have not already been approved for the Mid Continent WWTP.
2. Addressing Requests for Information (RFI's).
3. Part time construction inspection services.

Task 4 –Design of Site Waterline Extensions

Provide work items necessary to design a site waterline extension from the existing City of Wichita stub on the north side of State Route K42 to distribution locations serving the Wichita

Airport Authority Maintenance Facility and the Mid-Continent Water Quality Reclamation Facility (MCWQRF). This work includes:

1. Design of extension of a 16-in waterline to provide water service to the Wichita Airport Authority Maintenance Facility and the MCWQRF.
2. Design of an 8-in waterline to extend from the north side of State Route K42 to a location immediately north of the Wichita Airport.

Task 5 - Design of Pressure Sewer Line Extension

Provide work items necessary to design an extension of the pressure sewer system serving the Mid Continent WWTP. This work includes:

1. Design of an 8-in extension from the 18-in force main serving the MCWQRF.
2. Designing a 2-in tap to the end of this line complete with a ball valve and corporation stop.

TIME PERIODS FOR PERFORMANCE OF SERVICES

Work will begin upon approval by the City of Wichita and conclude by April 1, 2010.

PAYMENT FOR SERVICES

The cost of design for the odor control facility zoning change, conditional use permit, design and construction phase services is \$100,000. This cost to design extensions of site waterlines and pressure sewers is \$15,000. The total increase in contract value is \$115,000.

Initial Contract Value:	\$6,172,900
Contract Amendment 1 Value:	<u>-\$1,213,400</u>
Adjusted Contract Value:	\$4,959,500

Contact Amendment 2 Value:	<u>\$ 115,000</u>
Adjusted Contract Value:	\$5,074,500



345 Riverview, Suite 520
Wichita, KS 67203
Phone: 316-660-6700
Fax: 316-264-3025

October 30, 2009

Mr. Jade Dundas
Superintendent of Sewage Treatment
2305 E. 57th Street South
Wichita, Kansas 67216

Subject: Contract Amendment No. 2 for the Water & Sewer Department
Mid-Continent Sewage Treatment Plant
Odor Control Permitting, Design and Construction Services
Waterline and Sewer Line Extensions

Dear Mr. Dundas:

Enclosed is one Contract Amendment No. 2 for additional services related to the Mid-Continent Sewage Treatment Plant Odor Control Permitting, Design and Construction Services, and extensions of water and sewer line extensions. The scope of these additional services has been discussed with the City and includes:

- Surveying and approval of zoning change, conditional use permit, design review board approval, and district advisory committee approval
- Design of satellite odor control facility
- Construction services for satellite odor control facility
- Design of waterline extensions at the Mid Continent Airport
- Design of pressure sewer extension at the Mid Continent Airport

The total value of these services is \$115,000. The value of the contract after Contract Amendment No. 1 was \$4,959,500. The value of the contract with this additional work is \$5,074,500.

Please call me at 316-660-6700 if you should have any questions regarding this change order.

Very truly yours,

Bruce R. Barnes, P.E.
Client Service Manager
Camp Dresser & McKee Inc.

**CITY OF WICHITA
City Council Meeting**

November 24, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 4756 South Meridian for the Water Utilities Proposed
Olfactory Nuisance Abatement Structure (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On July 19, 2005, the City Council approved the design and construction of the Mid-Continent Sewage Treatment Plant and related infrastructure to serve southwest Wichita and surrounding area. The Wichita Water Utilities Department has identified the need to construct an olfactory nuisance abatement structure along the main. The proposed facility will allow the adding of chemicals to the main to reduce and control odors released into the atmosphere. A site at 4756 South Meridian is located along the main and is available for acquisition. The subject property is located at the north east corner of South Meridian and West 47th Street. The property consists of a 15 acre farmstead with limited improvements. The southwest portion of the site is zoned Light Commercial and the remainder of the site zoned Single-Family.

Financial Considerations: Funding for the Olfactory Nuisance Abatement Structure will be provided by CIP S-546, the Mid-Continent Water Reclamation Facility project, and a \$1,000,000 transfer of funds from the S-522 Mid-Continent Plant Siting Study and Land Acquisition project. The project will be funded from Water and Sewer Utility revenues and reserves, and/or a future revenue bond issue. An initial budget of \$115,500 is requested for the Olfactory Nuisance Abatement Structure, which includes up to \$105,000 for the acquisition and \$10,500 for closing costs, title insurance and administrative fees. Estimated total cost of the project is \$600,000.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure through a developed part of the City.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Authorize the transfer of budget monies within the CIP; 3) Approve the Real Estate Purchase Contract; 4) authorize the expenditure; 5) Adopt the resolution; and 5) Authorize the necessary signatures.

Attachments: Aerial map, real estate purchase agreement, resolution and notice of intent for construction (NOI).

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 26 day of October, 2009, hereinafter referred to as "Effective Date", by and between Colleen M. Basil, Trustee of the Lena P. Peebler Revocable Trust dated September 22, 1998, hereinafter referred to as "Grantor," and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Grantee."

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Grantor does hereby agree to sell and convey to the Grantee by a warranty deed for the following described tract, to wit:

An approximate 30,000 square foot parcel generally located in the north 250 feet of the south 600 feet of the west 120 feet of the property described as being SW1/4, SW1/4, EXC W 263.6 FT S1/2, N1/2 & EXC E1/2 & EXC PT DED FOR ST & EXC PT TO CITY FOR ST SEC 18-28-1E. The exact legal description and site size will be determined survey. The cost of said survey shall be paid for by the Grantee.

2. The Grantee hereby agrees to purchase, and pay to the Grantor, as consideration for the conveyance to him of the above-described land by Warranty Deed, in fee simple, the sum of One Hundred Thousand Dollars and No Cents (\$100,000) in the manner following, to-wit: cash at closing.
3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above-described real property showing a merchantable title vested in the Grantor, subject to easements and restrictions of record is required. The Title Evidence shall be sent to City of Wichita, KS, Property Management Division for examination by Grantee as promptly and expeditiously as possible and it is understood and agreed that the Grantor shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title. Should Grantor be unable to correct any title defects at reasonable cost within a reasonable time, Grantee may either (i) waive the defects and close on this Agreement, or (ii) terminate this Agreement. Should Grantee elect to terminate the Agreement, neither party shall have any further obligation to the other party hereunder. Said Title Evidence to be paid for by the Grantee.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. Grantee shall have sixty (60) days from the Effective Date (Due Diligence Period) to perform tests and studies as deemed necessary by Grantee to determine the suitability of the property for Grantee's intended use. Grantee shall have the right to enter upon the property for the purpose of performing such examinations, investigations, surveys, and analysis, and tests as Grantee may deem appropriate. Grantee shall indemnify Grantor and restore the property to substantially the same pre-test conditions upon termination of this agreement.

Grantee shall have the right to extend the Due Diligence Period for up to two (2) additional periods of thirty (30) days each upon delivery of written notice of Grantee's intent to exercise its right to extend the Due Diligence Period to Grantor. Said notice shall be delivered prior to the expiration of the then current Due Diligence Period. Grantee shall pay an additional Two

Thousand Five Hundred Dollars and Zero Cents (\$2,500) for each extension and made payable at the time of the extension notice. If Grantee exercises any of the extensions and then elects to withdraw from the agreement, Grantor is entitled to retain any extension payments made to Grantor.

6. Grantor shall deliver to Grantee within ten (10) days after Effective Date, copies of any existing environmental reports concerning the property that Grantor may have in its possession.
7. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
8. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Grantee), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
9. The Grantor further agrees to convey the above-described premises in its current condition.
10. Grantor shall place no encumbrances on the above-described property during the period from execution of this contract to closing.
11. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated within thirty (30) days after the end of the Due Diligence Period as described above.
12. Possession to be given to Grantee at closing.
13. Closing costs shall be paid 50% by Grantee and 50% by Grantor.
14. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
15. Grantee and Grantor acknowledge Jeff Lange Real Estate is acting as Grantor's Agent for the Grantor in the above-described transaction.

WITNESS OUR HANDS AND SEALS the day and year first above written.

GRANTOR:

LENA P. PEEBLER REVOCABLE TRUST DATED SEPTEMBER 22, 1998:


Colleen M. Basil, Trustee

GRANTEE:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law



PROPOSED ACQ. LEGAL:

A tract of land in the Southwest Quarter of the Southwest Quarter of Section 18, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, more particularly described as follows.
Commencing at the Southwest Corner of the Southwest Quarter of Section 18, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence North on an assumed bearing of N0° 57' 57"W along the West line of said Southwest Quarter for 661.66 feet to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 18-T28S-R1E, thence N89°00'23"E along the North line of said Southwest Quarter of the Southwest Quarter 50.00 feet to a point on the East right-of-way line of Meridian Avenue as granted by the Trustees' Deed filed as DOC.#/FLM-PG: 29047989 in the records of Sedgwick County, Kansas, for the point of beginning, thence N89°00'23"E along the North line of said Southwest Quarter of the Southwest Quarter 120.00 feet to a point, thence S0°57'57"E parallel with the West line of said Southwest Quarter of the Southwest Quarter 180.00 feet to a point, thence S89°00'23"W parallel with the North line of said Southwest Quarter of the Southwest Quarter 120.00 feet to a point, thence N0°57'57"W parallel with the West line of said Southwest Quarter of the Southwest Quarter 180.00 feet to the point of beginning. Said tract contains 21,600 square feet or 0.496 acres, more or less.

TAX KEY #: D-00222-000P Pin: 214180330000200
SOUTH MERIDIAN ODOR CONTROL FACILITY ADDITION

TRACT MAP

Lena P. Peebler Revocable Trust
SEC 18-T28S-R1E



SCALE: 1" = 100'

(Published in the Wichita Eagle, on November 27, 2009.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$34,900,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution 09-366, duly adopted November 24, 2009, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Mid-Continent Sewage Treatment Plant (S-546) (called the "Project"). The total costs of the Project are estimated to be thirty-four million nine hundred dollars (\$34,900,000) in 2009. The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$34,900,000 in 2009, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within Fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on November 24, 2009.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ KAREN SUBLETT, City Clerk

RESOLUTION NO.

A RESOLUTION AMENDING RESOLUTION NO. **08-479** PERTAINING TO THE **MID-CONTINENT SEWAGE TREATMENT PLANT** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That Section 1 of Resolution No. 08-479 is hereby amended to read as follows:

“**SECTION 1.** It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Mid-Continent Sewage Treatment Plant (S-546) (called the “Project”). The total costs of the Project are estimated to be \$34,900,000 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.”

SECTION 2. That Section 3 of Resolution No. 08-479 is hereby amended to read as follows:

“**SECTION 3.** It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed thirty-four million nine hundred thousand dollars (\$34,900,000) in 2009 exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.”

SECTION 3. That the original of Sections 1 and 3 of Resolution 08-479 is hereby rescinded.

Adopted at Wichita, Kansas, _____.

(Seal)

CARL BREWER, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

CITY OF WICHITA
City Council Meeting
November 24, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 6216 South Madison for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Accept the easement.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with FEMA whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 6200 South Madison. The subject property is a 41,318 square foot residential lot developed with a single-family residence. The project requires the east 15 feet of the property, encompassing 2,188 square feet. No structural improvements are located within the acquisition area however fencing, some mature trees, an in-ground sprinkler system and the septic system will be impacted by the acquisition.

Analysis: The owners have agreed to accept \$15,000 consisting of the estimated market value of the land of \$2,200, or \$1.00 per square foot for the proposed easement and \$12,900 to reconfigure the sprinkler system, relocate fencing, and compensate for the impact on the septic system and loss of trees.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$15,500 is requested. This includes \$15,000 for the acquisition and \$500 for closing costs, title insurance, recording fees and administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

Legal Considerations: The Law Department has approved the easement as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget and 2) Accept the easement.

Attachments: Easement, tract map and aerial map.

FLOOD PROTECTION LEVEE EASEMENT

KNOW ALL PERSON BY THESE PRESENTS:

That Norman and Dorothy J. King, husband and wife (hereinafter called "Grantor") in consideration of the sum of Fifteen Thousand Dollars and no/100 (\$15,000.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, a municipal corporation the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS, a municipal corporation, (hereinafter called "City")**, a permanent easement to construct, maintain, repair, operate, patrol and replace a flood protection levee, including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, over, on, under and upon and across the following described real estate:

A permanent easement for floodway right of way over a tract of land lying in a portion of Lot 9, Block B, Orchard View Addition, Sedgwick County, Kansas, said tract being further described as follows:

The east 15 feet of Lot 9, Block B, Orchard View Addition, Sedgwick County, Kansas

Said tract of land contains 2,188 square feet, more or less.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas.
2. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area.
3. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Dated this _____ day of _____, 2009

Norman King

Dorothy J. King

STATE OF KANSAS)
) ss
COUNTY OF SEDGWICK)

I, _____, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Norman King and Dorothy J. King who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/hers/their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____
_____, A.D. 2009

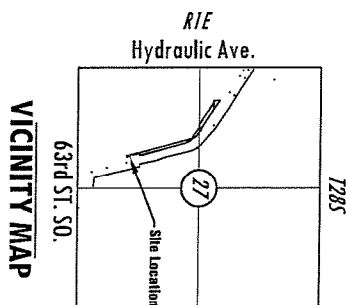
(SEAL)

NOTARY PUBLIC

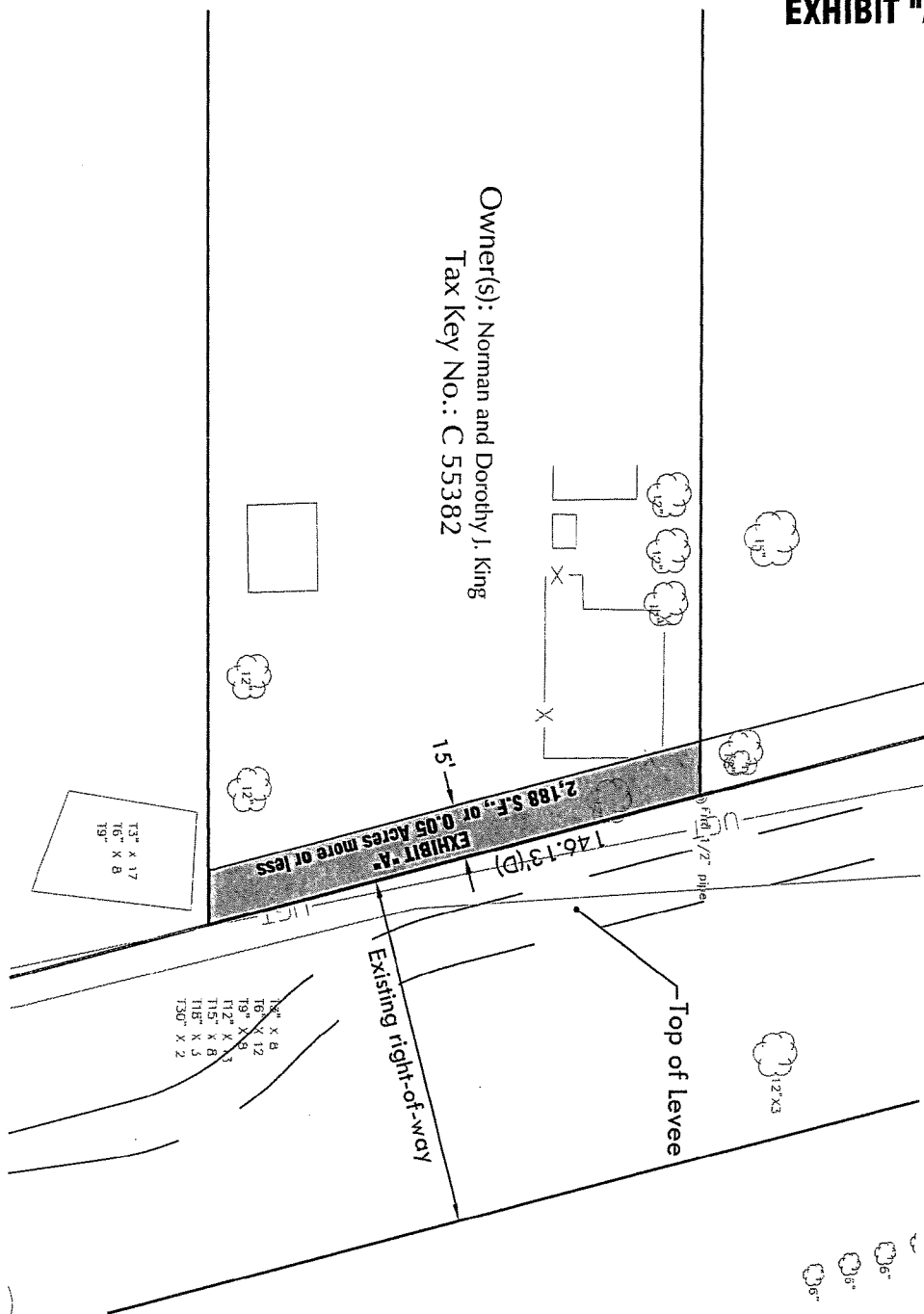
RECEIVED

AUG 26 '09

CITY CLERK OFFICE



Owner(s): Norman and Dorothy J. King
Tax Key No.: C 55382



DESCRIPTION OF "Floodway Right-of-Way"

A tract of land for a Floodway Right of Way, lying in a portion of Lot 9, Block B, Orchard View Addition, Sedgwick County, Kansas, said tract being further described as follows:

The east 15 feet of Lot 9, Block B, Orchard View Addition, Sedgwick County, Kansas

Said tract of land contains 2,188 square feet or 0.05 acres, more or less.

EXHIBIT "A"

TITLE
TRACT Map - C 55382

Norman & Dorothy King

SHEET NAME

Levee P - WVLFPP

PROJECT - 07866 Prepared May 2009
8009 Wichita Valley Center Local Flood Protection Project

This tract exhibit does not constitute a boundary survey.





6216 South Madison



<input type="checkbox"/>	Identified Features
<input type="checkbox"/>	Property Parcels
Roads	
	State Highway
	US Federal Highway
	Interstate
	KTA
	Arterial
	Collector
	Minor
	Ramp
	Railroads
	Quarter Section
	Waterways
	Streams
	Parks
	Airports
	SDERASTER.S- DEDATA.ORTH- O1FT
	SDERASTER.S- DEDATA.ORTH- O
City Limits	
	Andale
	Bel Aire
	Bentley
	Cheney
	Clearwater
	Colwich
	Derby
	Eastborough
	Garden Plain
	Goddard
	Haysville
	Kechi
	Maize
	Mount Hope



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



Minutes of Advisory Boards/Commissions, November 24, 2009

Police and Fire Retirement System, August, 26, 2009

Police and Fire Retirement System, September 23, 2009

Board of Appeals of Plumbers and Gas Fitters, October 7, 2009

Board of Code and Standards and Appeals, October 5, 2009

Airport Advisory Board, October 5, 2009



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for October 2009
DATE: November 6, 2009

The following claims were approved by the Law Department during the month of October 2009.

Kirk, Vicki & Michael	\$1,054.10
Kuns, Sam	\$ 432.00

*City Manager Approval

** Settled for lesser amount than claimed

cc: Robert Layton, City Manager
Kelly Carpenter, Director of Finance

**Senior Management Expenses
For the Month of October 2009**

Employee by Department	Purpose	Amount
03-Finance Kelly Carpenter, Director of Finance	Kansas Govt Finance Officers Conf, Overland Park KS	\$ 629.96
04-Law Gary Rebenstorf, Director of Law	IMLA Conference, Miami FI	1,964.24
07-Fire Ron Blackwell, Chief	Kansas State of Fire Chiefs Annual Conf, Manhattan KS	318.77
09-Housing & Community Services Mary K Vaughn, Director of Housing & Community Services Brad Snapp, Assistant Director of Housing & Community Services	NCDCA CDBG Basics: Training for Practitioners, Boston MA NAHRO Conference, Washington DC	1,640.43 1,758.03
10-Library Cynthia Berner-Harris, Director of Libraries	Interviews of State Librarian candidates, Topeka KS	144.04
14-Environmental Services Kay Johnson, Director of Environmental Services	Kansas Wind & Renewable Energy Conference, Topeka KS	493.00
15-Planning Nancy Harvieux, Transportation Manager	2009 AMPO National Conference, Savannah GA	1,472.11
17-Park Doug Kupper, Director of Parks	NRPA Congress, Salt Lake City UT	1,893.75
19-Airport Victor White, Director of Airports	NBAA Annual Meeting & Convention, Orlando FL	1,191.88
24-Human Resources Sarah Gilbert, Director of Human Resources	Succession & Training Planning Strategies, Arlington VA	1,609.20
Total		\$ 13,115.41

**City of Wichita
City Council Meeting
November 24, 2009**

TO: Mayor and City Council

SUBJECT: 2010 Confidentiality Agreement Self-Insured Health Plan

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Confidentiality Agreement.

Background: On October 13, 2009, the City Council approved a 2010-2012 Self-Insured quote from Coventry Health Care Insurance, Inc. for medical services and a quote from Express Scripts for prescription drugs for 2010-2012 and authorized staff to negotiate a Third Party Agreement (TPA) with Coventry to be effective January 1, 2010 and a contract with Express Script to be the Pharmacy Benefit Manager (PBM) effective January 1, 2010.

Analysis: Since Coventry Health Care of Kansas, Inc. will not be providing prescription drug services for 2010, a Confidentiality Agreement between the City, Coventry and Express Scripts to transfer the Coventry prescription drug files for all City employees and all City retirees to Express Scripts is required so Express Scripts can perform their Pharmacy Benefit Manager duties effective January 1, 2010. This Agreement is required to comply with federal law under the Health Insurance Portability and Accountability Act of 1996, more commonly referred to as HIPAA.

Financial Considerations: There are no financial considerations since it is merely a transfer of electronic prescription drug files from Coventry to Express Scripts.

Goal Impact: The employee health and prescription drug program is a part of the Internal Perspective goal. The City's strategic health care plan combines employee Wellness programs, self-insured health and Rx plans (which provides the City with much more flexibility), disease management and nurse coaches to minimize future health insurance premium increases for the employees and the City.

Legal Considerations: The Confidentiality Agreement has been approved as to form by the Law Department and signed by Coventry and Express Scripts.

Recommendation/Action: It is recommended that the City Council approve the Confidentiality Agreement and authorize the appropriate signatures.

Attachments: Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

This Confidentiality and Indemnification Agreement (the "Agreement") is effective as of January 1, 2010 (the "Effective Date"), by and among Coventry Health Care of Kansas, Inc., ("Coventry"), City of Wichita ("Employer Group"), and Express Scripts ("Third Party").

WHEREAS, Coventry is a duly licensed third party administrator for certain self-funded employee welfare benefit plans;

WHEREAS, Third Party is a pharmacy benefit management company that offers pharmacy products within the State of Kansas.

WHEREAS, Employer Group offers to its employees and their dependents a self-funded health plan ("Plan");

WHEREAS, Employer Group has retained Coventry and Third Party to provide administrative services to participants of Employer Group's self-funded health plan;

WHEREAS, pursuant to separate agreements between Employer Group and Third Party, Third Party performs certain services related to claim administration for Employer Group (the "Services"), which Employer Group has determined are necessary to facilitate its administration;

WHEREAS, Employer Group has entered into a Business Associate Agreement with Third Party and Coventry as required by Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and has determined that Third Party's provision of Employer Group participants' information to Coventry for purposes of providing Services to Employer Group does not require the authorization of such participants;

WHEREAS, Employer Group has directed Third Party and Coventry, both Employer Group's Business Associates, to provide one another access to certain Confidential Information (hereinafter defined), which Employer Group has determined is necessary for Coventry and Third Party to perform or support the Services;

WHEREAS, Employer Group and Third Party recognize the legitimate interests of Coventry in the proprietary, confidential, and private nature of such Confidential Information, and Coventry is willing to provide the Confidential Information only if its use is restricted to the purpose for which it is released and its confidentiality is maintained;

WHEREAS, Employer Group and Coventry recognize the legitimate interests of Third Party in the proprietary, confidential, and private nature of such Confidential Information, and Third Party is willing to provide the Confidential Information only if its use is restricted to the purpose for which it is released and its confidentiality is maintained;

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Employer Group represents and warrants that it has executed Business Associate Agreements (the "BAAs") with Coventry and Third Party, respectively, which meet the requirements of HIPAA. These BAAs are hereby incorporated by reference and made a part of this Agreement.
2. For the purposes of this Agreement, "Confidential Information" includes the following information: (a) claims data concerning participants of Employer Group; (b) pricing or reimbursement terms; (c) provider contract terms; (d) premiums; (e) financial costs; or (f) any other information designated by agreement between all parties. Confidential Information also shall include any information that any party learns or becomes aware of, directly or indirectly, through the disclosure of Confidential Information, and

the portions of any and all summaries, distillations, excerpts, work product or other documents which reflect or incorporate the same, whether in whole or in part. The specific items of Confidential Information to be released by Coventry under this Agreement shall be determined by the attached Exhibit A.

3. Confidential Information shall not include information that: (a) is already known to Third Party and/or Employer Group on Effective Date; (b) is or becomes known to the general public other than as a direct or indirect result of any act or omission of Employer Group, Third Party, or their respective affiliates, officers, directors, trustees, partners, employees, or other representatives (collectively, the "Related Parties"); (c) is lawfully received by Third Party and/or Employer Group from a third party that Third Party and/or Employer Group has reasonably verified is free to disclose the information without restriction on disclosure; (d) is independently developed by Third Party and/or Employer Group without use of Confidential Information; or (e) is de-identified and in no way can be traced back to any individual.

4. Employer Group and Third Party separately and severally acknowledge that Coventry will provide Confidential Information to Third Party in confidence and solely for Third Party's use in performing or supporting the Services for Employer Group. Accordingly, Third Party agrees: (i) to protect any and all Confidential Information that Third Party receives from unauthorized access, use and disclosure; (ii) not to use the Confidential Information for any purpose other than performing or supporting the Services for Employer Group; (iii) not to record, copy, or reproduce any Confidential Information in any form, except to the extent necessary to perform or support the Services for Employer Group; (iv) not to disclose the Confidential Information to, or otherwise permit to access the Confidential Information, any third party, except for Third Party's Related Parties and respective business associates or with Coventry's prior written consent; (v) to limit access, use, and disclosure of the Confidential Information to those of Third Party's Related Parties who have a need to know such information for the purpose of performing or supporting the Services and have acknowledged their agreement to protect the Confidential Information; and (vi) to take reasonable steps necessary to safeguard Confidential Information against unauthorized access, use, and disclosure to at least the extent Third Party maintains the confidentiality of its most proprietary and confidential information.

5. Employer Group and Third Party acknowledge that certain laws, including HIPAA, may prohibit certain uses or re-disclosures of Confidential Information. Accordingly, Employer Group and Third Party agree that in no event shall Employer Group or Third Party use or re-disclose Confidential Information in any manner or for any purpose prohibited by applicable law, regulation, other legal mandate, or by this Agreement; provided however that Third Party shall be permitted to use de-identified information for data aggregation services in accordance with all applicable laws, regulations, and other legal mandates.

6. Employer Group and/or Third Party may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation; provided however, that (1) Employer Group and/or Third Party will provide Coventry with prompt notice of any request that Employer Group and/or Third Party disclose Confidential Information, so that Coventry may object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Employer Group and/or Third Party shall disclose the minimum amount of Confidential information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Employer Group and/or Third Party disclose Confidential Information to a party other than a government agency, unless required by law, except under a valid order from a court having jurisdiction requiring the specific disclosure. Employer Group does not need to notify Coventry if Employer Group gives Confidential Information regarding an employee or his/her dependents to that employee or that employee's agent, as required by law.

7. All Confidential Information disclosed by Coventry to Employer Group and/or Third Party under this Agreement (including, but not limited to, information incorporated into computer software or held in electronic storage media) shall be and remain the property of Coventry and/or Employer Group, whichever party has possession.

8. This Agreement shall commence at the date upon which it has received signature from all Parties hereto. Any of the Parties may terminate this Agreement upon thirty (30) days' written notice to the other parties. In any event, this Agreement shall expire automatically, without any action by any of the parties, upon expiration or termination of Coventry's Administrative Services Agreement with Employer Group, or upon termination of Employer Group's contract with Third Party. Upon termination of this Agreement for any reason, and after such notice period if the Agreement is terminated with 30 days notice as stated above, Coventry will immediately deliver the Confidential Information to Employer Group, or such other party to whom Employer Group may direct, in writing.

9. Each party agrees that it and its Related Parties (collectively for purposes of this Section, "party") shall separately and severally comply with state and federal laws and regulations regarding confidentiality of health information applicable to it in its role as a service provider and that each party shall use and disclose such information only in accordance with such state and federal laws and regulations.

10. **Indemnifications**

A. Employer Group and Third Party each agree to severally indemnify, defend, and hold Coventry and its officers, directors, employees, and other representatives harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Coventry may incur arising out of the breach of their own confidentiality obligations toward the Confidential Information, including without limitation any Liability incurred as a result of any actual or alleged breach by Employer Group or Third Party, and any of their own officers, directors, employees, and other representatives, of any applicable law, regulation, or other legal mandate or any provision of this Agreement.

B. Coventry agrees to indemnify, defend, and hold Employer Group and Third Party and their respective officers, directors, employees, and other representatives harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Employer Group or Third Party may incur arising out of Coventry's confidentiality obligations toward the Confidential Information, including without limitation any Liability incurred as a result of any actual or alleged breach by Coventry, and any of its officers, directors, employees, and other representatives, of any applicable law, regulation, or other legal mandate or any provision of this Agreement.

11. Employer Group and Third Party separately and severally acknowledge and agree that Coventry operates in a highly regulated and competitive environment; and that the unauthorized use or disclosure of Confidential Information may cause irreparable harm and significant injury to Coventry which may be difficult to measure with certainty or to compensate through money damages. Accordingly, Employer Group and Third Party separately and severally agree that the seeking of injunctive or other equitable relief may be appropriate in the event of any breach by Third Party of any part or parts of this Agreement, in addition to the indemnification provision above and such other remedies as may be available to Coventry at law.

12. This Agreement is the complete agreement of the parties concerning the confidentiality of information released by Coventry and the indemnification obligations of Employer Group and Third Party to Coventry, and supersedes any prior agreements related to the subject matter of this Agreement.

13. This Agreement may be amended by agreement of the parties, but no such amendment shall become effective until it is reduced to writing and signed by duly authorized representatives of each party.

14. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties and neither party shall have the right to bind the other to any contracts, agreements, or other obligations without the express, written consent of an authorized representative of the other.

15. If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction, this Agreement shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.

16. The rights and obligations set forth in this Agreement regarding indemnification and the confidentiality of information shall survive its expiration or termination.

17. Any controversy arising out of or relating to this Agreement or the breach, termination, or validity hereof shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to conflict of law principles.

18. This Agreement may not be assigned by Employer Group or Third Party without Coventry's prior written approval, which shall not be unreasonably withheld.

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IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Agreement effective as of the Effective Date.

Coventry Health Care of Kansas, Inc.

Express Scripts.

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

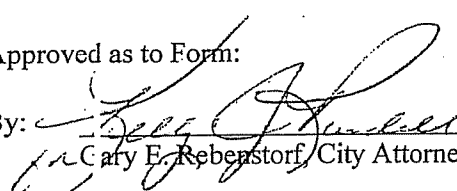
Signature _____

City of Wichita

By: _____
Carl Brewer, Mayor, City of Wichita

By: _____
ATTEST: Karen Sublett, City Clerk

Approved as to Form:

By:  _____
Cary E. Rebenstorf, City Attorney Director of Law

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IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Agreement effective as of the Effective Date.

Coventry Health Care of Kansas, Inc.

By: _____

Title: _____

Signature: _____

Express Scripts.

By: _____

Title: _____

Signature _____

City of Wichita

By: _____

Carl Brewer, Mayor, City of Wichita

By: _____

ATTEST: Karen Sublett, City Clerk

Approved as to Form:

By: _____

Gary E. Rebenstorf, Director of Law

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IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Agreement effective as of the Effective Date.

Coventry Health Care of Kansas, Inc.

By: _____

Title: _____

Signature: _____

Express Scripts.

By: Stephanie N Anderson

Title: Director, Implementation *SA*

Signature Stephanie N Anderson

City of Wichita

By: _____
Carl Brewer, Mayor, City of Wichita

By: _____
ATTEST: Karen Sublett, City Clerk

Approved as to Form:

By: _____
Gary E. Rebenstorf, Director of Law

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Exhibit A: Specific Items to be Released and Received by Coventry

EXTERNAL FILE LAYOUT

I. Overview

This process proposes the delivery layout of external files of paid and encounter claims to customers as well as pended claims.

II. External File Layouts

Delimited file (^) to be delivered electronically via File Transfer Process (FTP) or CD.

III. External Data File Layouts

Eligibility Detail File

RECORD LAYOUT

Member Header Record

FLD #	FIELD NAME	TYPE	SIZE	POSITIONS	FIELD DESCRIPTION
1	Record Type	A/N	1	1-1	Always "H" for Header Record
2	Processing Date	N	8	2-9	The "as of" date from which information is to be extracted. Format CCYYMMDD.
3	Date File Created	N	8	10-17	The date on which the file was created. Format CCYYMMDD.
4	File Number	N	8	18-25	The number of the file. The first file should be 00000001. Every file after that should be incremented by 1. The number of the last file created by the interface is in SYS-TO-TPA-MEMBER-FILE-NUMBER.
5	File Type	A/N	1	26-26	File Type: H is used for historical (full) and I for incremental (changes).
6	System Indicator	A/N	1	27-27	"I" for IDX
7	Filler	A/N	523	28-550	Space Fill

Member Trailer Record

FLD #	FIELD NAME	TYPE	SIZE	POSITIONS	FIELD DESCRIPTION
1	Record Type	A/N	1	1-1	Always "T" for Trailer Record
2	Record Count	N	7	2-8	Number of records in file (include header and trailer records in the count).
3	Filler	A/N	542	9-550	Space Fill

Member Detail Record

FLD #	SORT ORDER	FIELD NAME	TABLE.COL	TYPE	SIZE	POSITIONS	FIELD DESCRIPTION
-------	------------	------------	-----------	------	------	-----------	-------------------

FLD #	SORT ORDER	FIELD NAME	TABLE.COL	TYPE	SIZE	POSITIONS		FIELD DESCRIPTION
1	A1	Record Type	--	A/N	1	1	1	Always "D" for Detail Record
2	A2	Incremental Flag	--	A/N	1	2	2	INCREMENTAL CODES A = Add; D = Delete; C = Change H = used for HISTORICAL extract only.
3	A3	Class Code (Dict 2533)	ID Card Class Code	A/N	2	3	4	This will identify if the matching rider is a psych, vision, pharmacy, or lab benefit. Only populated if a specific rider or class is used in the selection process.
4	BA1	Member Name-Last	UMEC.A	A/N	18	5	22	This contains the last name of the member. Modifiers such as JR., SR., II, etc. should follow the last name.
5	BA2	Member Name-First	UMEC.A	A/N	12	23	34	This contains the first name of the member.
6	BA3	Member Name-MI	UMEC.A	A/N	1	35	35	This contains the middle initial of the member.
7	BA4	Address 1	UMEC.A	A/N	30	36	65	Member's first line address or PO Box
8	BA5	Address 2	UMEC.A	A/N	30	66	95	Member's second line address or PO Box
9	BA6	City	UMEC.A	A/N	28	96	123	This contains the city of the Member's home Address. If this cannot be provided, the city field should contain an X.
10	BA7	State	UMEC.A	A/N	2	124	125	This contains the state abbreviation of the Member's home address. If this cannot be provided, the state field should contain an X.
11	BA8	Zip Code + Extension	UMEC.A	N	9	126	134	This contain the ZIP code, and optional 4 digit ZIP code extension of the Member's home address. If this cannot be provided, the ZIP code field Should be zero filled on the right side of field. This field will be left adjusted. 12/16/1999 The format of the field will change from RIGHT justified zero filled to LEFT justified zero filled.
12	BA9	Home phone number	UMEC.A	N	10	135	144	This field indicates the members home phone Number.
13	BB1	Work phone number	UMEC.A	N	10	145	154	This field indicates the members work phone Number.
14	BB2	Date of Birth	UMEC.A	N	8	155	162	This must contain the date of birth of each member. The format is CCYYMMDD. The date must be a valid calendar date. Please note that there will be a DOB check on claims submitted to the pharmacy vendor.
15	BB3	Gender	UMEC.A	A/N	1	163	163	This must contain a letter "M" or "F", indicating the Sex of the member.
16	BB4	Member SSN	UMEC.A	A/N	9	164	172	Member's Social Security Number.
17	BB6	Member ID #1 (MCA_B_CON.SBS)	UMEC.A	A/N	11	173	183	This is the unique number of the member. This Would be the IDX Member Number and role code. This number can be used for claims adjudication.
18	BB7	Member Type Relationship Number (Dict. 507)	UMEM.ENR Patient Inquiry F/49 (E,E)	N	3	184	186	This identifies the relations of the member to the Contract holder. For example: Subscriber, Spouse, Dependent, Dep-Student, Overage Dependent. For IDX this will be the Member Type.
19	BB8	PID (DB number)	--	N	11	187	197	Internal Patient/Member Number that links Members together to appropriate records - a unique key for a member that never changes.

20	BB9	Member Effective Date	UMEM.ENR Patient Inquiry F/49 (E,E)	N	8	198	205	This must contain a valid calendar date which indicates when the member's coverage began. If the member's coverage changes, this date indicates when the change becomes effective. The format is CCYYMMDD.
21	BC1	Member Term Date	UMEC.A	N	8	206	213	This contains the date when the member's Coverage ends before the group's coverage Terminates. This date must be a valid calendar date. If the member has not terminated coverage this should contain all zeros. The format is CCYYMMDD.
22	BC2	Member Status (Number Dict 508)	UMEC.A	N	4	214	217	Specific Member Indicator (e.g.: MedRisk, Eligible, Cobra, Deceased.....)
23	BC3	Contract Type (Number Dict 505)	UMEC.A	N	3	218	220	This field indicates the members tier code.
24	BC4	CIN (DB number)	—	N	10	221	230	Internal Contract Number that links family members together – is unique key for contract.
25	BC5	Contract Effective Date	UMEC.A	N	8	231	238	This must contain a valid calendar date which indicates when the member's contract began. The format is CCYYMMDD.
26	BC6	Contract Term Date	UMEC.A	N	8	239	246	This must contain a valid calendar date which indicates when the members contract terminates. The format is CCYYMMDD.
27	BC7	Primary COB Flag	--	A/N	1	247	247	This indicates if the member has other COB insurance that is primary. Field will contain "Y" or "N". (On IDX, if member's primary Financial Status Classification is a non-managed care FSC, then "Y".)
28	BC8	FSC (mnemonic) (Dict 19)	UMEC.A	A/N	7	248	254	This is the first FSC associated with this member. ^PT(ID,7),"^",1)
29	BC9	FSC Effective Date	Patient Inquiry F/49 (E,E)	N	8	255	262	The date this FSC became effective for this member. Use contract effective date if FSC linked to a contract Use ^PTFSC(ID,FSC,OCC,0),"^",10) if not linked.
30	BD1	FSC Term Date	Patient Inquiry F/49 (E,E)	N	8	263	270	The date this FSC was terminated for this member. Use contract term date if FSC linked to a contract. Use ^PTFSC(ID,FSC,OCC,0),"^",11) if not linked
31	BD2	Pre-ex indicator	UMEM.ENR	A/N	1	271	271	This field will indicate whether or not a member has Pre-existing conditions.
32	BD3	Pre-ex effective Date	UMEM.PRE	N	8	272	279	This field will identify when the pre-ex condition was Effective in CCYYMMDD format.
33	C1	Enrollment Loc (Dict 100)	UMEC.A	N	4	280	283	Financial Numeric (e.g.: WPA MedRisk = 601; WPA HMO = 501,...)
34	C2	Super group number (Dict 501 Field #31)		N	10	284	293	This is our assigned Super Group Number. The super group number is equal to a company number.
35	C3	Sub-group Number (Employer Group #) (Dict. 501)	UMEC.A	N	10	294	303	This is our assigned Group Number. This is Used by the sponsor to define a sub-group Classification for a member. The sub-group code is Used for separation in billing reports for the group.
36	C4	Group Name	UMEC.A	A/N	30	304	333	Company Name
37	C5	RX Vendor # (Dict 696 Field #2)	UMG2.E F/30 (E,D) SCREEN #3	N	4	334	337	The Sponsor Number for the pharmacy vendor.

38	C6	Plan Type A (mnemonic)	UMP1.HDR	A/N	5	338	342	Line of Business Indicator (e.g.: Commercial, MedRisk,.....)
39	C7	Product - Plan Type B (mnemonic)	UMP1.HDR	A/N	5	343	347	This is the product that the plan is associated with. On IDX this would be the mnemonic for Plan Type B.
40	C8	Plan Type C (mnemonic)	UMP1.HDR	A/N	5	348	352	Fully insured/Self funded indicator
41	C9	Plan Number	UMEC.A	N	5	353	357	Benefit Code: (e.g.: 88005 = Commercial)
42	CA1	Plan Effective Date	HMP0.A	N	8	358	365	No need for a Plan Term Dt since as soon as the next plan becomes effective the current plan terms.
43	CA2	Office Visit Copay		N	7	366	372	Benefit plan snapshot / form information. PAR office visit copay. (Dict 689 Field #9) is a Pointer to (Dict 567 Field #4)
44	CA3	Rider (mnemon)	UMEC.A	A/N	6	373	378	This will be the individual benefit rider assigned to the member's group. (A cross-reference table will be provided identifying the old and new riders.)
45	CA3	Rider (mnemon)	UMEC.A	A/N	6	379	384	This will be the individual benefit rider assigned to the member's group. (A cross-reference table will be provided identifying the old and new riders.)
46	CA3	Rider (mnemon)	UMEC.A	A/N	6	385	390	This will be the individual benefit rider assigned to the member's group. (A cross-reference table will be provided identifying the old and new riders.)
47	D2	PCP Number	UKE9.NEW	N	8	391	398	This is the IDX provider number of the member's PCP.
48	D3	PCP Name	UMEC.A	A/N	25	399	423	This is the provider name of the member's PCP.
49	D4	MedPrac Mneum	UKE9.NEW	A/N	7	424	430	Code for medical practices: (e.g.: W0002 = PGMA Monroeville)
50	D5	MedPrac Division (mnemonic)	KE11.BP (B,P)	A/N	7	431	437	IDS Arrangement: (e.g.: SIDN) (Dict 3 Field #4) is a Pointer to (Dict 102 Field #2)
51	D6	MedPrac Location (mnemonic)	UE18.LV1 (L,V) KE11.BP (B,P)	A/N	8	438	445	(P-WESTERN; P_EASTERN) (Dict 3 Field #6) is a Pointer to (Dict 100 Field #2)
52	D7	Medical Practice Effective Date	UK15.FG (F,G) UE18.LC1 (L,V)	N	8	446	453	This is the effective date for that member with the Medical Practice. Format CCYYMMDD.
53		Medical Practice Term Date	UK15.FG (F,G)	N	8	454	461	This is the termination date for that member with the Medical Practice. Format CCYYMMDD
54	F1	Dental number	UKE9.NEW	N	8	462	469	This is the IDX provider number of the member's Dental provider. Field will be blank if member does Not have dental benefits.
55	F2	Dental provider Name	UMEC.A	A/N	25	470	494	This is the provider name of the member's dental Provider. Field will be blank if member does not Have dental benefits.
56		Member Term Reason Mnemonic. (Dict 506 Field 3)	UMEM.ENR	AN	5	495	499	12/16/1999 New field. This is the reason the members contract was termed.

57		Medicaid Member #	UMEC.A	A/N	15	500	514	This is the member's state Medicaid ID number. It will only be populated for Medicaid members.
58		Security Category (D9200)	UMEM..PT1 ^PT(ID,3) pc18	A/N	1	515	515	This is the Confidential Member Flag for Coventry members who are also Coventry employees or otherwise secured. Valid entries are Y or N.
59		Contract Priority	AFSD.A ^PT(ID,31)	N	1	516	516	This is the payment priority order. The primary contract will have a "1" in this field; secondary, 2; etc.
60		IDX Platform	Internal Sys Info	A/N	3	517	519	See below for current valid entries.
61		HMO Number	MCA_B_CO N.HMO Dict 500	N	3	520	522	See below for current valid entries. This is the external HMO number. The field will be right justified.
62	F3	Filler	—	A/N	28	523	550	Spaces

Pharmacy Detail File

#	NAME	TYPE	COMMENT - PHARMACY
1	EXTRACT CODE	VARCHAR2(25)	Extract Identification: PHARMACY
2	DW_SOURCE_SYSTEM	NUMBER(2)	Coventry Warehouse Source Designation
3	HMO_PTR	NUMBER(5)	Coventry Warehouse Source Designation
4	RX_CLM_ID	VARCHAR2(25)	Unique Pharmacy Claim ID
5	REVERSAL_FLAG	VARCHAR2(1)	Noted if reversed
6	RX_PAY_DT	DATE	Paid date
7	RX_DOS	DATE	Date of Service
8	PHARMACY_NUM	VARCHAR2(12)	NABP ID assigned to the Pharmacy.
9	PHARMACY_ZIP	VARCHAR2(10)	Pharmacy Zip Code
10	PRESCRIPTION_NUM	NUMBER(9)	Prescription Number – Not unique
11	DRUG_CODE	VARCHAR2(12)	NDC - National Drug Code
12	DRUG_NAME	VARCHAR2(30)	National Drug Name
13	DRUG_STATUS	VARCHAR2(1)	NDC Status. Rx (1), OTC (2) DME (3)
14	BRAND_GENERIC_CD	VARCHAR2(1)	Brand (1) / Generic (0) indicator
15	THERAPEUTIC_CD	VARCHAR2(6)	Therapeutic Classification of Drug
16	PHARM_NETW_CD	VARCHAR2(1)	In Pharmacy Network (1) Out of Pharmacy Network (0)
17	CONTRACT_NUM	NUMBER(9)	Coventry Employer Group Contract Identification Number
18	GRP_LOC_NUM	VARCHAR2(10)	Coventry Employer Group Enrollment Location
19	GRP_ID	VARCHAR2(30)	Coventry Employer Group Number
20	AMOUNT_DUE	NUMBER(10,2)	Paid Amount
21	SUBMITTED_AMT	NUMBER(8,2)	Allowed Amount
22	COPAY_AMT	NUMBER(8,2)	Member Copay Amount
23	DED_AMT	NUMBER(8,2)	Member Applied Deductible
24	METRIC_UNITS	NUMBER(9)	Metric Units
25	MEM_PAT_ID	NUMBER(10)	Coventry Member Internal Identification
26	MEM_NM	VARCHAR2(70)	Member Name
27	MEM_SSN	VARCHAR2(15)	Member Social Security Number
28	MEM_BIRTH_DT	DATE	Member Date Of Birth
29	MEM_GENDER	VARCHAR2(1)	Member Gender
30	MEM_ZIP_CD	VARCHAR2(10)	Member Zip Code

#	NAME	TYPE	COMMENT - PHARMACY
31	VENDOR_CODE	VARCHAR2(25)	External Vendor Identification – Ex/ Caremark, ESI, Pharmacare
32	PRODUCT	VARCHAR2(20)	Benefit Design (HMO/PPO/POS/Medicare)
33	FUNDING	VARCHAR2(20)	Fully Insured / Self Funded
34	NAIC	VARCHAR2(50)	If applicable

City of Wichita
City Council Meeting
November 24, 2009

TO: Mayor and City Council

SUBJECT: Transfer of Funds

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the transfer of funds within Water Utilities.

Background: The Water Distribution budget has two components: (1) Operations and (2) Operating Capital Replacements. Water Distribution personnel services, based on projected salaries and benefits for each employee, are reflected in the Operations budget. The total amount is then reduced based on the amount of work projected to be done in Operating Capital Replacements (OCRs), and that amount is moved to the budget for OCRs.

Due to budget reduction scenarios reviewed in 2009, the Budget Office reduced the Water Distribution personnel services operating budget by the amount projected to be used for OCRs, but did not add the budget monies back into the OCRs budget. The omission of the personnel services budget in the Operating Capital Replacement budget left the combined Water Distribution budget short by approximately \$800,000 for 2009, 2010 and 2011. A transfer of budget monies within Water Utilities will enable Water Distribution to complete their mission in 2009.

Analysis: The Water Distribution operation g budget has historically reflected a budget transfer of approximately \$1M each year for personnel services related to OCRs. During the budget review process, every cost was reviewed to determine possible cost savings. As a result, the personnel services reduction was inadvertently viewed as a cost reduction rather than a cost transfer, resulting in a budget deficiency of approximately \$800,000.

Financial Considerations: The amount of additional budget authority requested for Water Distribution is \$820,000 in personnel services for OCRs. The Water Utilities contingency budget has \$820,000 available to be transferred.

Goal Impact: Adjusting the Water Distribution budget will help ensure efficient infrastructure and is specifically related to providing reliable, compliant and secure utilities.

Legal Considerations: City Council approval is required for budget transfers of \$25,000 or more.

Recommendations/Actions: It is recommended that the City Council approve the transfer and authorize the necessary signatures.

Attachments: There are no attachments.

**City of Wichita
City Council Meeting
November 24, 2009**

TO: Mayor and City Council

SUBJECT: 2010 Special Liquor Tax Contract Renewals

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve contract renewals.

Background: In December of 1999, the City Council set policy guidelines for the use and administration of the Special Liquor Tax dollars received for alcohol and substance abuse prevention and treatment services. These policy guidelines were reviewed and reaffirmed at a May 24, 2005 City Council workshop and are being used in the operation and administration of the 2009 Special Liquor Tax Program. The 2009 program has a provider operating budget of \$1,637,577 and uses 13 different organizations to operate 18 projects in the provision of alcohol and substance abuse prevention, treatment, detoxification, and case management services. There is an option to renew current non-administrative providers through the 2010 calendar year.

Special Liquor Tax Coalition members are appointed to assess Special Liquor Tax Program needs and make program-funding recommendations to the City Council. Staff of COMCARE of Sedgwick County, which provides contract administrative services, conducts monitoring of current programs and has reviewed third quarter outcome results with the Coalition. Based on that review the Coalition is recommending that the Council renew all 18 currently funded projects for the 2010 calendar year. This recommendation would fund thirteen providers and the operation of 18 different projects for a non-administrative 2010 program total of \$1,637,577.

Analysis: The 18 currently funded projects recommended for renewal include both prevention and treatment projects, evidenced –based programs, detoxification services and case management services designed to coordinate the needs of families and individuals receiving services though the other funded projects. Recommended projects address diverse populations, which include children and adults, men and women, various ethnic groups and judicially detained/referred individuals.

The following chart lists the 2009 providers, their 2009 funding levels and the Coalition's 2010 funding recommendations.

Current Non-Administrative Program Providers	2009 Funding Level	2010 Recommended Funding
Big Brothers/Big Sisters	\$ 98,400	\$ 98,400
Center for Health and Wellness, Treatment	\$ 150,000	\$ 150,000
Center for Health and Wellness, Strengthening Families	\$ 100,000	\$ 100,000
Communities in Schools	\$ 31,652	\$ 31,652
Higher Ground, Tiyospaye, Challenge By Choice	\$ 70,000	\$ 70,000
Higher Ground, Tiyospaye, Pueblo Path	\$ 80,000	\$ 80,000
Knox Center	\$ 40,000	\$ 40,000
Mental Health Association, Pathways	\$ 42,000	\$ 42,000

Mental Health Association, Girl Empowerment Program	\$ 55,000	\$ 55,000
Miracles, Case Management	\$ 150,000	\$ 150,000
Miracles, Prevention	\$ 72,000	\$ 72,000
Mirror/Regional Prevention Center	\$ 73,245	\$ 73,245
Parallax Program, Chronic Relapse	\$ 109,410	\$ 109,410
Parallax Program, Social Detoxification	\$ 275,870	\$ 275,870
Recovery Concepts (formerly IATS)	\$ 50,000	\$ 50,000
Substance Abuse Center of Kansas	\$ 150,000	\$ 150,000
St. Paul Lutheran Church	\$ 50,000	\$ 50,000
Youth Development Services	\$ 40,000	\$ 40,000
Subtotals	\$1,637,577	\$1,637,577

Financial Considerations: Availability of sufficient 2010 Special Liquor Tax Fund revenues, to renew the eighteen (18) provider projects at the recommended levels, assumes that the State legislature will not reduce the Special Liquor Tax funding formula during the upcoming legislative session. No general fund monies are obligated.

Goal Impact: The fulfillment of provider agreements will enhance the quality of life of Wichita residents by reducing the negative consequences of alcohol and other drug abuse.

Legal Considerations: Approval as to form by the Law Department will be obtained prior to the execution of all 2010 Special Liquor Tax provider renewal agreements.

Recommendation/Actions: It is recommended that the City Council approve the Special Liquor Tax provider contract renewals for the 2010 calendar year.

Attachments: none

City of Wichita
City Council Meeting
November 24, 2009

TO: Mayor and City Council

SUBJECT: Westar Electrical Service to the Rounds & Porter Building (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the payment.

Background: The City-owned Rounds & Porter Building on the west side of the City Hall campus is structurally sound and has the potential of serving whatever City functions are assigned to it for many years. Currently the south 1/3 of the building houses Police Property & Evidence. The central portion of the 3-story building houses storage functions for various departments on the 1st floor, and while the upper 2 floors are mostly vacant, the newly repaired freight elevator is allowing more use of the 2nd and 3rd floors. The north end of the 1st floor has been used for Police storage of evidentiary vehicles, and the north end of the 2nd floor houses a facility for training of drug-sniffing dogs.

Electrical service to the Rounds & Porter Building is provided overhead on poles from Central Street to the northwest corner of the building. The transformer is an old pole-mounted unit, and the electrical panels inside the building are old, antiquated, and no longer meet current electrical codes. In addition, electrical service and telephone service to the privately owned buildings north of Rounds & Porter are fed to those properties from the poles on the City property. Before the electrical service inside Rounds & Porter can be updated, the exterior service to the building must be replaced and a new transformer installed. Also, this needs to be done to eliminate the old poles and remove obstructions within the parking lot area.

In June of this year the Wichita Police Department had to move its outside evidence storage from buildings on the CMF campus to the north end of the Rounds & Porter facility due to the CMF expansion project. This new storage area requires that the Property & Evidence security system and electrical service be updated to accommodate its needs. In addition, security lighting on the building needs to be updated, and basic access lighting will need to be installed soon on the 2nd and 3rd floors as those areas come into greater use. Current electrical codes now require the updating and replacement of the antiquated electrical service in the Rounds & Porter Building in order to meet code requirements.

Analysis: Westar Energy has agreed to replace the old existing overhead electrical service from Central Street to the northwest corner of Rounds & Porter with a new underground service, and they will install a new ground-mounted transformer to serve the building's current and future needs. The existing power poles will be removed, and a new service will be installed to serve the privately owned buildings, at their expense, that does not cross the City property. Westar Energy will invoice the City for the City's portion of this work

Financial Considerations: Westar has informed the City that the cost for the City's portion of updating the electrical service to the Rounds & Porter Building will be \$43,294.27. Funds are available in the Enhanced Building Maintenance account to pay for this work.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing improvements to City facilities in the Central Business District.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the payment to Westar Energy in the amount of \$43,294.27.

Attachments: None.

Second Reading Ordinances for November 24, 2009 (first read on November 17, 2009)

47th Street South Improvement, between Lulu and Hydraulic. (District III)

ORDINANCE NO. 48-559

An Ordinance declaring 47th Street South between Hydraulic and Lulu (472-84872) to be a main trafficway within the City of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

ZON2009-00029 – Request City Zone Change from GO General to LC Limited Commercial, generally located south of 13th Street North and east of Cleveland Avenue, 1332 North Cleveland Avenue. (District I)

ORDINANCE NO. 48-560

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

PUD2009-00004 – City Planned Unit development request from SF-5 Single-family Residential (“SF-5”) zoning to create PUD #32, The Lost Sock Planned Unit Development; generally located west of Hydraulic Street and 1/8 mile north of 55th Street South. (District III)

ORDINANCE NO. 48-561

An Ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

ZON2009-00030 – City Zone Change from SF-5 Single-family Residential (“SF-5”) to TF-3 Two-family Residential (“TF-3”); generally located north of Pawnee Avenue and west of Seneca Street. (District IV)

ORDINANCE NO. 48-562

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.